The Solicitors' Journal

Vol. 105 No. 43 [pp. 895 914] OCTOBER 27, 1961 [One shilling and ninepence

OCTOBER 27, 1961

THE

SOLICITORS' JOURNAL

VOLUME 105
NUMBER 43

CURRENT TOPICS

Excessive Technicality

WE are very concerned to see that EDMUND DAVIES, J., felt constrained to hold last week that a writ was a nullity because the endorsement read: "The plaintiffs' claim is for damages for personal injuries" without containing the words "for negligence" (*Pontin and Another* v. *Wood*, which we report at p. 912). In a similar case, *Hill* v. *Luton Corporation* [1951] 2 K.B. 387, DEVLIN, J. (as he then was), read together the writ and the statement of claim (which had been served). In the present case the statement of claim had not been served. The plaintiffs' solicitors had written a letter to the defendant nine days after the date of the alleged tort notifying him that a claim for damages would be preferred in due course on the ground of his negligent driving so that, as the learned judge said, the defendant must have been aware of the nature and basis of the claim. In our view the law ought to be changed so as to enable the court to consider whether any substantial injustice or prejudice has been caused. We do not think that the law as it stands, compelled as it is by authority, can be right.

Damages for Loss of an Eye

COMPARISON of two Court of Appeal cases which we reported last week makes disquieting reading. Both were concerned with assessment of damages for loss of an eye. In *Barstow* v. *Bagley & Co., Ltd.* (p. 885), the plaintiff, a fitter aged twenty-one, lost all useful vision in his right eye as a result of an injury received in the course of his work. In *Wharton* v. *Sweeney* (p. 887), a sheet-metal worker aged twenty-five suffered a permanent loss of sight in his left eye, as the result of an accident between a motor car and himself when riding a pedal cycle. In both cases the plaintiff appealed on the quantum of damages. In the first case general damages had amounted to £1,150 (reduced by half by reason of the plaintiff's contributory negligence in not wearing goggles), and in the second to £850. On 10th October, the Court of Appeal dismissed the first appeal, following the principles laid down in *Bloomfield* v. *British Transport Commission* [1960] 2 Q.B. 86 (C.A.), although SELLERS, L.J., admitted that £1,150 was less than he would himself have awarded. Two days later, a completely differently constituted Court of Appeal found that the award of £850 in the second case was so much too low that the court should interfere; the appeal was allowed and the general damages were increased to £2,000. To a reader of the reports without intimate knowledge of the cases concerned it seems, therefore, that the fact that damages in the second case were originally £300 lower than

CONTENTS

those in the first ultimately resulted in enabling its plaintiff to obtain an award of £850 extra to that given to the plaintiff in the first case, although the circumstances of both plaintiffs appear to be strikingly similar.

Is *The Times* Local?

TWICE within the last three weeks the question has arisen about the adequacy of an advertisement in *The Times* where the law requires an advertisement to be inserted in a newspaper circulating in a particular area. The rules provide that notice of the presentation of a winding-up petition and other matters shall be published at such times and in such newspapers as the judge shall direct. If an order (or a statute) requires merely that something shall be published in a newspaper circulating in a particular locality we take the view that a national newspaper fulfils this requirement. If an order or statute specifies that the newspaper shall be "local," we have no doubt that this excludes a national newspaper. The situation arose some months ago in a slightly different form under Sched. I to the Betting and Gaming Act, 1960, which provides that notice of the making of an application for a permit or licence must be published "by means of an advertisement in a newspaper circulating in the authority's area." A large number of bookmakers published their notices in *Sporting Life* and some clerks to magistrates had doubts about whether this complied with the Act. We understand that the bookmakers were fortified by counsel's opinion but many for safety's sake republished their advertisements in truly local newspapers. The object of putting an advertisement in a newspaper circulating in a particular area must be to ensure that publicity is obtained to a greater degree than would be obtained by an advertisement in a national newspaper. Complying strictly with an order or an Act is not always the same thing as complying with the spirit.

Floating Charges in Scotland

THE Companies (Floating Charges) (Scotland) Act, 1961, which comes into force on 27th October, 1961, enables companies incorporated in Scotland (whether formed under the Companies Act, 1948, or not) to create floating charges over the whole or any part of their assets. Hitherto Scottish law has not recognised floating charges as valid, even if created over assets of a Scottish company situate in England, where floating charges have always been valid in equity (*Carse* v. *Coppen* 1951 S.C. 233). The new statutory floating charge differs from its English counterpart in a number of respects, however. It is not a charge on the property of the company while it is a going concern, subject to a power for the company to dispose of assets comprised in the charge in the ordinary course of its business. It is merely a charge on the assets of the company at the commencement of its liquidation (s. 1 (2)), so that the proprietor of the charge cannot apply for the appointment of a receiver to realise his security without having the company wound up. However, if the security is in jeopardy, the proprietor of the charge may petition for the company to be wound up (s. 4 (1)), and the security is deemed to be in jeopardy if "events have occurred or are about to occur which render it unreasonable in the interests of the [proprietor of the charge] that the company should retain power to dispose of the property which is subject to the floating charge" (s. 4 (2)). The Act inserts new sections in the Companies Act, 1948, requiring fixed and floating charges created by companies registered in Scotland to be registered with the Registrar of Companies, Edinburgh, in circumstances in which similar charges created by English companies would have to be registered with the Registrar of Companies at Bush House (s. 6 and Sched. II). A useful addition to the particulars of a floating charge which may be registered is a provision therein that the company may not create other charges ranking in priority to or *pari passu* with the floating charge (Companies Act, 1948, s. 106A (7) (*e*)). If such a provision is registered, no charge created after the registration will rank prior to or *pari passu* with the floating charge, even though the subsequent chargee is unaware of the provision (1961 Act, s. 5 (2)), whereas under English law such a chargee would have priority (*Wilson* v. *Kelland* [1910] 2 Ch. 306). Companies registered in England which create fixed or floating charges over their Scottish assets do not have to register the charges in Edinburgh, unless the property subject to the charge includes land in Scotland, or the company has an established place of business in Scotland (Companies Act, 1948, s. 106K). Two orders on this subject have been made and are noted at p. 914, *post*.

Magistrates 600 Years Old

THE annual meeting of the Magistrates' Association last week marked the six-hundredth anniversary of the famous Act of 1361, and the occasion is being celebrated by an exhibition in the Public Record Office. Among the subjects which were discussed at the annual meeting was a proposal to bring to an end the old-fashioned system whereby mayors and chairmen of urban and rural district councils are magistrates *ex officio*. This is a relic from the days, 600 years ago or much less, when judicial and administrative functions were combined, and has no place today. If a mayor or chairman is suited to be a magistrate he should be appointed as such. If he is not so suited he should not sit at all. We hope that this recommendation will be adopted by the Government, although we doubt whether very much harm has been done in recent years. It is a matter for legitimate pride that an institution has existed for 600 years. It is wrong that anachronisms should survive with it.

Fishing with Spears

UNDER s. 1 (1) of the Salmon and Freshwater Fisheries Act, 1923, it is an offence for any person to "(*b*) use any otter lath or jack, wire or snare, spear, gaff . . . strokehaul, snatch, or other like instrument for taking or killing salmon, trout, or freshwater fish; or (*c*) have in his possession . . . any of the foregoing instruments, in such circumstances as to satisfy the court before which he is charged that he intended at the time to take or kill salmon, trout, or freshwater fish by means thereof." In a recent case at Southam Magistrates' Court it appeared that the accused, an amateur frogman, swam in Napton Reservoir for fifty minutes carrying a home-made trident and wearing a rubber suit, mask and flippers. He pleaded not guilty and said that he carried the trident "for protection against fish and eels" but, if we may be forgiven for using the expression, the Bench did not bite and he was convicted of an offence. Although a net is not *ejusdem generis* with a snare (*Jones* v. *Davies* [1898] 1 Q.B. 405), it seems that a trident is *ejusdem generis* with a spear or is a "like instrument for taking or killing . . . fish."

OFFENCES CONTRA BONOS MORES—I

A CONSIDERATION OF *SHAW* v. *DIRECTOR OF PUBLIC PROSECUTIONS*

THE claim by the House of Lords in *Shaw* v. *Director of Public Prosecutions* [1961] 2 W.L.R. 897; p. 421, *ante*, to exercise in the twentieth century that general "superintendency" over offences against public welfare or morals which Lord Mansfield so vigorously asserted for the King's Bench in the eighteenth century elevates *Shaw's* case, significant enough in its immediate context of the attitude of the criminal law to prostitution, to the importance of an authority on our constitution itself. For the House of Lords has claimed for the Queen's Bench judges a residual legislative function, namely to punish innominate injuries to the public welfare (at all events if committed by several acting in concert) until such time as Parliament fills the gap (see, e.g., Viscount Simonds, [1961] 2 W.L.R., at pp. 917–18).

The case concerned a booklet of about twenty-eight pages entitled the "Ladies' Directory," most of which was taken up with names, addresses, and telephone numbers of women prostitutes, together with a number of photographs of nude female figures, "and the matter published left no doubt that the advertisers could be got in touch with at the telephone numbers given and were offering their services for sexual intercourse and, in some cases, for the practice of sexual perversions" (ibid., at p. 899). This booklet was published by the appellant Shaw, who had "admitted publication and his avowed object in publishing was to assist prostitutes to ply their trade when, as a result of the Street Offences Act, 1959, they were no longer able to solicit in the streets" (p. 900). The prostitutes paid for the advertisements and the appellant derived a profit from the publication.

Indictment and convictions

Shaw pleaded not guilty at the Central Criminal Court, before Judge Maxwell Turner and a jury, on an indictment containing three counts:—

(1) Common-law misdemeanour of conspiracy to corrupt public morals in that he conspired with the advertisers and other persons by means of the Ladies' Directory and the advertisements to debauch and corrupt the morals of youth and other subjects of the Queen.

(2) Living on the earnings of prostitution contrary to s. 30 of the Sexual Offences Act, 1956.

(3) Publishing an obscene article contrary to s. 2 of the Obscene Publications Act, 1959.

The jury convicted Shaw on all three counts and he was sentenced to nine months' imprisonment on each count, to run concurrently. His appeal to the Court of Criminal Appeal against conviction on all three counts (and against sentence) was dismissed, but the court gave him leave to appeal to the House of Lords against conviction on counts (1) and (2). To consider each count:—

Count (1): CONSPIRACY TO CORRUPT PUBLIC MORALS

This was the count which gave rise to so much of the controversy in the case, though Lord Morris said of the prosecution's inclusion of this count (at p. 937):—

> "I have wondered whether they might not in this particular case have been content to put matters to the test by reference only to the other counts. It was the appellant who conceived and carried out the plan of producing the publications in question. He did so for his own gain. The conspiracy features of his conduct added little in this case to the real gravity of his actions."

Relationship to obscene publication

The count for conspiracy charged the appellant with having conspired, etc., "with intent thereby to debauch and corrupt the morals as well of youth as of divers other liege subjects of Our Lady The Queen and to raise and create in their minds inordinate and lustful desires," but this is in some ways very similar to the test of obscenity under the Obscene Publications Act, 1959, breach of which had also been charged against the appellant. By s. 1 (1) of the 1959 Act, "an article shall be deemed to be obscene if its effect . . . is such as to tend to *deprave and corrupt* persons who are likely, having regard to all relevant circumstances, to read, see, or hear the matter contained or embodied in it" (the writer's italics). Why, then, was the conspiracy count included? Not only did it necessarily lead to a consideration of fundamental principles of the relative functions of the Judiciary and the Legislature but also it had the incidental effect that evidence rightly proffered under the conspiracy count by the prosecution (as to the result of the advertisements, the age of persons resorting to the prostitutes, the practices in which they indulged, the premises of the prostitutes and the objects found there) was before the jury who also had to consider the charge under the 1959 Act, in support of which such evidence was ruled by the Court of Criminal Appeal as being inadmissible (p. 903), though the court was satisfied that no substantial miscarriage of justice had resulted from the trial judge's not having directed the jury to ignore the evidence when considering the 1959 Act charge.

Reasons for inclusion of conspiracy count

It appears, however, from the argument of prosecution counsel in the House of Lords (reported in *The Times*, 22nd March, 1961) that an alternative possibility of a conspiracy charge may well be desirable in a prosecution under the 1959 Act, because some of the conspirators might have had nothing to do with the implementation of the unlawful agreement and yet be guilty of this inchoate offence which is committed merely by conspiring without any overt act. Further, counsel said that the inclusion of the conspiracy charge had been induced because this was the first prosecution under the Act of 1959, and, though the Crown would have been prepared to submit that this magazine was an obscene publication within the Act, it was very different from the ordinary case of obscene libel, for on its face it did not immediately conjure up impure thoughts in the mind. It might have been difficult to persuade a judge and even more difficult to persuade a jury that this was an obscene libel. Further no proof of intent was required under the Act for obscene libel; but on this much graver charge of conspiracy the punishment would be at large and not limited to the two years under the Act. For those reasons the conspiracy count had been put into the indictment. On this, Viscount Simonds commented (at p. 918):—

> "It may be thought superfluous, where that Act can be invoked to bring a charge also of conspiracy to corrupt public morals but I can well understand the desirability of doing so where a doubt exists whether obscenity within the meaning of the Act can be proved."

As proof of *mens rea* was necessary to the success of the conspiracy charge, counsel pointed out that the defences on the 1959 Act of unintentional publication or publication for the public good (ss. 2 (5) and 4) would in practice still be available.

Act prevents some common-law proceedings

At first sight, however, it would appear that the conspiracy count could not be proceeded with, since s. 2 (4) of the 1959 Act provides, "A person publishing an article shall not be proceeded against for an offence at common law consisting of the publication of any matter contained or embodied in the article where it is of the essence of the offence that the matter is obscene." However, the Court of Criminal Appeal and the House of Lords were agreed that the conspiracy charge was not caught by s. 2 (4) since the essence of the crime of conspiracy is the agreement and does not "consist of the publication." The Ladies' Directory might never have been published but conspiracy could still have been charged.

Who may be corrupted ?

One further possible justification for the adding of a conspiracy charge to a charge under the 1959 Act does not seem to have been mentioned in the case itself. That is that under a conspiracy charge the law may possibly be able to cast a wider net in considering who is likely to be corrupted. It will be recalled that the indictment in *Shaw's* case expressly mentioned the effect of the alleged conspiracy on youth. The 1959 Act, however, limits the class of persons likely to be corrupted to those "who are likely, having regard to all relevant circumstances, to read, see, or hear the matter contained in it"—s. 1 (1). In other words, the 1959 Act adopts the judgment of Stable, J. in *R.* v. *Martin Secker and Warburg, Ltd.* [1954] 1 W.L.R. 1138, at p. 1139:—

> "Are we to take our literary standards as being the level of something that is suitable for a fourteen-year-old schoolgirl ? Or do we go even further back than that, and are we to be reduced to the sort of books that one reads as a child in the nursery ? The answer to that is : Of course not."

We may ask, with great respect : Is the answer also definitely not in the case of conspiracy to corrupt public morals ?

Whom does the law protect ?

In a sense, a similar point was directly in issue in *Shaw's* case, namely, whom does the law protect from depravity and corruption ? Are adult men to be protected from immoral temptations by the criminal law ?

The law lords (except Lord Reid, who denied the existence of a crime of conspiracy to corrupt public morals) founded their claim to guard the public against attacks on its moral welfare "which may be the more insidious because they are novel and unprepared for" (per Viscount Simonds, at p. 917) on the authority of the wide dicta of Lord Mansfield and other judges and writers in such seventeenth and eighteenth century cases as *R.* v. *Delaval* (1763), 3 Burr. 1434, to the effect that the Court of King's Bench was *custos* or *censor morum*. Modern echoes of these views are to be heard in such cases as *R.* v. *Davies* [1906] 1 K.B. 32, where, speaking of the power of the King's Bench to punish a contempt of an inferior court, Wills, J., said (at p. 42) :—

> ". . . if it be true that the King's Bench is in any sense the *custos morum* of the kingdom it must be its function to apply with the necessary adaptations to the altered circumstances of the present day the same great principles which it has always upheld."

Older cases concern young girls

If one looks at the facts of many of the older cases, they are found in fact to be protecting a limited section of the public, namely, young girls. Lord Reid said (at p. 925) :—

> "I would agree that they are good authority for it being criminal to conspire to seduce a young girl. But I would not agree that by analogy they must be held to be good authority for it being criminal to conspire to 'seduce' a man of mature years. Indeed, I think that the judges who decided these cases would have been very surprised to learn that they had thereby decided that conspiracy to seduce a man is a crime. And it must be observed that there was no public element in these cases : they were conspiracies to seduce a particular girl. So if we are to proceed by analogy it must be a crime today to conspire to seduce a particular man and the offence cannot be limited to a conspiracy to corrupt public morals."

However, Lord Hodson (at p. 939) considered that, even if there was any validity in the distinction between the sexes, which he doubted, the Ladies' Directory tended to corrupt the morals of women as well as men as it glamourised prostitution and showed by the prices charged to prostitutes for advertisements the profits likely to be realised from engaging in their occupation.

The other law lords (except Lord Reid) were content to hold that the court has a criminal jurisdiction over what they variously described as public mischief or the undermining of moral conduct and that the conduct of the appellant was certainly within the mischief which the court could punish.

Contrary views

The majority's interpretation in the House of Lords of the older authorities could perhaps not have been predicted from reading the leading textbooks on the criminal law on this point. Most writers suggest that the older authorities must be read in their historical background of an age when Parliament sat less frequently and concerned itself much less with public morals and when the courts were inspired by the moralising swing of the pendulum away from the laxity of the time of Charles II following the abolition of the Court of Star Chamber. Consequently, it has been said, these old cases must be treated as having created the four nominate crimes of obscene libel, indecent exposure, exhibition in public of indecent things or acts, and keeping a disorderly house. But today, it is said—

> "When there is sufficient support from public opinion, Parliament does not hesitate to intervene. Where Parliament fears to tread, it is not for the courts to rush in"

(per Lord Reid in *Shaw's* case at p. 924).

(*To be continued*)

M. J. G.

SCHEDULE A MAINTENANCE RELIEF

A leaflet entitled "Income Tax Schedule A: Notes on Maintenance Claims by Owner-Occupiers" (No. 99 (N)) has been issued by the Inland Revenue and may be obtained from the offices of inspectors of taxes.

LORD DEVLIN

Upon his elevation to the peerage, Sir PATRICK ARTHUR DEVLIN has been granted the dignity of a Baron for life by the style and title of Baron Devlin of West Wick in the County of Wilts.

CHANGES IN THE LICENSING LAW: CLUBS

LAST week we described (p. 873) outstanding features of the Licensing Act, 1961, other than Pt. III concerned with clubs. The new Act has changed substantially the rules in regard to the running of clubs. The whole matter is extremely complex, the Government's intention no doubt being to prevent bogus clubs from being carried on where, in fact, there is a sale of liquor rather than supply, and therefore it has been decided that all clubs in which liquor is supplied will have to be registered in future. The qualifications for registration are set out in s. 26, and the method of registration and the requirements to be complied with by clubs' applications for registration certificates are set out in Sched. VI. The procedure for registration is dealt with in Sched. VII.

No intoxicating liquor may be supplied by the club unless the club is registered under the Act or the liquor is supplied under the authority of a justices' licence held by the club for the premises (s. 25 (1)). A written notice of the hours fixed by the club, signed by the club's chairman or secretary, must be given to the clerk to the justices in the Petty Sessional area in which the premises are, but in the case of a club that is already in existence the hours previously fixed and notified shall continue to apply until notice is so given (s. 25 (6)).

Qualifications for registration

A registration certificate has effect for twelve months and may be renewed from time to time or surrendered. Any renewal of a registration certificate must be for one year from the expiration of the period for which the certificate was issued or last renewed, except that on the second or any subsequent renewal the certificate may, if the court thinks fit, be renewed for a number of years not exceeding ten (s. 26 (2) (3)).

No persons may be admitted as candidates for membership or to any of the privileges of membership without an interval of at least two days between nomination or application for membership and their admission (s. 26 (5)). A club will only be qualified to receive a registration certificate if it is established and conducted in good faith as a club and has not less than twenty-five members, and intoxicating liquor is not supplied, or intended to be supplied, to members on the premises otherwise than by or on behalf of the club and, what is most important, the purchase for the club, and supply by the club, of intoxicating liquor (so far as not managed by the club in general meeting or otherwise by the general body of the members) is managed by an elective committee, as defined in Sched. V (s. 26 (6)).

No commissions

No person may receive at the expense of the club any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the club, and no person may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the club to members or guests, apart from any benefit accruing to the club as a whole, and apart also from any benefit which a person derives indirectly by reason of the supply giving rise or contributing to a general gain from the carrying on of the club (s. 26 (7)). This clause has been framed especially to prevent the proprietor of a club from obtaining any benefit from the sale of liquor. However, taking subs. (7) of s. 26 in conjunction with subs. (8) thereof, it would appear that if the proprietor of a club received the profit (derived from the sale or the supply of intoxicating liquor) from the elective committee and he utilised the whole of that profit for the benefit of the club as a whole the magistrates would probably determine that the club was established and conducted in good faith. This appears to be the only possible method by which a proprietor can run a club except for charitable, benevolent or political purposes.

Another important matter which magistrates can take into consideration under s. 26 (8) is the nature of the premises occupied by the club. They can also refuse a certificate if they think that a person who is taking an active part in the management of the club is not a fit person in view of his known character as proved to the court (s. 26 (10)). No registration certificate may be issued for premises which have been disqualified (see below), or for licensed premises (s. 26 (11)). Special provisions are made in the case of a club which is a registered society within the meaning of the Industrial and Provident Societies Act, 1893, or the Friendly Societies Act, 1896 (s. 26 (13)). It is important also to look up subs. (14), which deals with the question of voting rights of members where the rules of the club make provision for a class of members to have limited rights.

Objections and disqualifications

Generally speaking, if the information, as required by the Act, is incomplete or inaccurate, or the premises are not suitable or convenient, or the club does not satisfy the conditions in s. 26, or it is conducted in a disorderly manner, or the rules are habitually disregarded in respect of admission of persons to membership, or the club premises are habitually used for unlawful purposes, indecent displays, etc., objection to an application for the issue or renewal of a registration certificate may be made. The same grounds, except the first two as to the giving of information and the suitability of the premises, will support a complaint for the cancellation of a registration certificate, and on these latter grounds also the magistrates may disqualify the premises. The period of disqualification is not to exceed one year unless the premises have been subject to a previous or similar order, and must not in any case exceed five years (s. 27). There is, however, an appeal to quarter sessions which is dealt with under s. 30.

A registered club, whose rules provide for the admission to the premises of non-members and their guests and for the sale of intoxicating liquor to them for consumption on the premises, may sell them such liquor without a licence subject to compliance with certain conditions (s. 28), notwithstanding some of the subsections of s. 26. People whose clubs are closed temporarily are authorised to use other clubs (s. 28 (3)).

The clerk to the justices is obliged to maintain a register of clubs and to observe certain rules in regard to such matters as lodging particulars and alterations to rules (s. 29). One interesting point under that section is that a single registration certificate may relate to any number of premises of the same club.

Appeals to quarter sessions

Any club can appeal to quarter sessions against any decision of the magistrates' court refusing to issue or renew a registration certificate, or cancelling a registration certificate, or against any decision of a magistrates' court as to the conditions imposed by the justices on the registration certificates (s. 30).

Right of inspection

On a club making an application for a registration certificate the magistrates, local authorities, police and fire authorities are entitled to visit the premises upon giving notice to the club. This is dealt with in ss. 31 and 32, but where a club has been registered for at least twenty-five years the registration of a club is dealt with as if it was a renewal and, of course, there would be no right of inspection. In the case of a club which has been registered for three years there would be no right for the police to view the club but the local authority, the magistrates and the fire officers would have that right.

Hours

In dealing with hours of clubs one has to go back to s. 5 of the Act (mentioned at p. 873, *ante*). The question of clubs is dealt with under subs. (8), which provides that the hours fixed shall not on any day be longer nor begin earlier nor end later than the general licensing hours. There must be a break in the afternoon of not less than two hours, and on Sundays, Christmas Day and Good Friday the break must include the hours from three to five and there must not be more than three and a half hours after five.

Providing that the conditions are the same as for any licensed house, one can apply for the special hours certificate and supply drinks with meals up to an hour after closing time. Section 33 specifically states that s. 9 of the Act, which deals with extended hours until one o'clock in the morning, applies to clubs.

Licensing of club premises

A completely new form of procedure has been brought into the Act for the licensing of club premises (s. 35). If a club cannot apply for a certificate, e.g., is not a members' club but is a proprietary club, if that proprietary club does not fall within s. 26 because the profits from the liquor are not used for the benefit of the club as a whole, the applicant can apply to the justices for a justices' licence. It is important to read s. 35 to note the conditions which the justices may impose. The hours of a club with a justices' licence would be those fixed for the sale of intoxicating liquor in public houses; ss. 8 and 9 would apply to the extended hours and special hours certificate but, of course, the police would have complete right of entry in the same way as with a public house. No doubt this clause was inserted to authorise the grant of a justices' licence in respect of premises to which the public were not necessarily admitted but where the house would be treated in the same way as the ordinary public house or hotel in the country.

Provisions as to club rules

Club rules are dealt with in Sched. V, which defines "elective committee" and provides for methods of electing ordinary members.

The requirements to be complied with by a club's application for a registration certificate are specified in Sched. VI, the procedure for registration being laid down in Sched. VII.

Transitional and consequential provisions about clubs are covered by Sched. VIII. It is interesting to note that under this Schedule where a club applies for a justices' licence there will be no appeal to quarter sessions against the grant of the licence.

Appointed days

Three dates have been appointed for the bringing into force of the Act, namely, 1st November next, 1st January and 1st March, 1962: see p. 752, *ante*, for a summary of the relevant orders and p. 908, *post*, for a list of the sections coming into force next Wednesday.

P. B. M.

PRACTICAL ESTATE DUTY—IV

GIFTS *INTER VIVOS*

THERE is no branch of estate duty law that has been altered as often as that relating to gifts, and in the course of time a number of special provisions have come into existence which must be watched if duty is to be reduced to the minimum. The donee is vitally interested in this question because he will have to pay the duty, which he may or may not have allowed for when he joyfully accepted the gift, and the estate is also concerned because the value of the gift will normally be aggregable for the purpose of fixing the rate of duty.

A gift may be liable to estate duty on the death of the donor unless two things have both happened outside the statutory period, which is now the period of five years preceding the death, or one year in the case of gifts to charities. The two things are:—

(1) The making of the gift.

(2) The assumption by the donee of possession and enjoyment of the property comprised in the gift to the entire exclusion of the donor and of any benefit to him by contract or otherwise.

Usually the donor is excluded at the time of the gift, but the leaving of this precaution to a later date does not matter, so long as it is effectively done outside the statutory period.

An important modification of the second condition was made by s. 35 of the Finance Act, 1959, which provides that certain events are to be disregarded if they take place for full consideration in money or money's worth. The section applies where the donor retains or assumes actual occupation of land which has been given, or actual enjoyment of an incorporeal right over it, and where he retains or assumes actual possession in the case of chattels. It was passed as a result of a very hard decision of the Privy Council in *Chick* v. *Commissioner of Stamp Duties* [1958] A.C. 435; a father, who had given business assets to his sons, some months later went into partnership with them on a commercial basis, and it was held that because the business assets were used by the partnership the father had not been excluded from all benefit in the subject-matter of the gift. Such a case would in future be covered by the section, but it does not throw any light on the question of gifts by a husband to a wife of the matrimonial home or furniture which he continues to share with her. As a result of the decision in *Chick's* case the Revenue began to claim that, if the husband remained in joint occupation, the gift was not effective for estate duty purposes, although it had previously been the practice to concede that the husband had not retained a benefit merely because his wife did not eject him from the matrimonial home once the gift was completed. Section 35 does not apply to the husband and wife cases because there is no consideration in money or money's worth, but in spite of this it is to be hoped that the

Revenue will not pursue a line of reasoning based on *Chick's* case now that *Chick's* case itself has gone.

An even more important modification is s. 64 of the Finance Act, 1960, which introduced the sliding scale for duty on gifts. The value of the property comprised in the gift is reduced for estate duty purposes—

By 15 per cent. if the donor survives for two years,
By 30 per cent. if he survives for three years, and
By 60 per cent. if he survives for four years.

In cases where the exclusion of the donor takes place later than the date of the gift, these periods of survival are counted from the time when the donor is excluded. This handsome incentive to estate duty saving applies not only to gifts, including the payments of premiums on life policies which are treated as gifts by the Finance Act, 1959, but also to surrenders of life interests.

The eyes of the needle

If a gift is prima facie liable to duty because the making of the gift, or the exclusion of the donor, occurred within the statutory period, the next thing to do is to see whether it falls within one of the following exemptions.

1. *Normal and reasonable expenditure*

Gifts are exempt from estate duty, whenever made, if they can be shown to have been part of the normal expenditure of the deceased, and to have been reasonable having regard to the amount of his income or to the circumstances. It is not always realised how extensive this exemption is, and whenever the slightest element of regularity can be observed an attempt should be made to obtain the benefit of it. The wealthier the deceased the easier it is to show that the gifts were normal and reasonable, and it is precisely in those cases where the rate of duty is high that the exemption is most likely to be available. It follows from the reference to the deceased's income that the case for treating a gift as normal will be stronger if it has been made out of income, but in these days of high income taxation it cannot always be said that it was either abnormal or unreasonable for the deceased to make gifts out of capital. Exemption might, for example, be granted where a wealthy widow has made several gifts of £1,000 or £1,500 to her nephews and nieces, and to prove the regularity it is quite permissible to quote instances outside the five-year period. It is not necessary that the amounts should be identical or that they should be round sums, and if a father sets up his son in a partnership business and then buys him further shares in the goodwill as these become available, the expenditure might well qualify as normal and reasonable. A correspondent recently pointed out (p. 364, *ante*) that this exemption is applicable to the payment of premiums which operate to keep up a policy on the deceased's life for the benefit of a donee, and are accordingly to be treated as gifts under s. 34 of the Finance Act, 1959. In a great number of cases it would be self-evident that payments of premiums were both normal and reasonable, and it is arguable that, except in extravagant circumstances, the exemption will almost automatically exclude the new head of charge introduced by the section.

2. *Gifts in consideration of marriage*

The main point to note is that it makes no difference who is being married to the donee. It may be the donor himself or it may be someone else. The gift need not be in any way a formal marriage settlement, but it must be made before the marriage takes place or in pursuance of an agreement made before the marriage.

3. *Small gifts*

This topic is a little confused by the fact that the Finance (1909–10) Act, 1910, exempted gifts not exceeding in total £100 in the case of any one donee, and the Finance Act, 1949, exempted gifts not exceeding in total £500 in the case of any one donee. The two exemptions cannot both be claimed at once, but the second one is subject to the conditions that the gift did not include any interest in settled property and that bona fide possession and enjoyment were immediately assumed by the donee and retained to the exclusion of the donor. If these conditions have not been complied with it is still possible to fall back on the earlier exemption to the extent of the £100. In order to see whether the limits apply one has to take the whole of the gifts to a particular donee, except those which would not in any event be dutiable because they were made outside the statutory period, or in consideration of marriage, or because they formed part of the normal and reasonable expenditure of the deceased. This produced odd results if the total gifts were a little over the limit and the rate of duty high, and marginal relief in the case of the £500 exemption has now been given by s. 38 (11) of the Finance Act, 1957; this is done by limiting the duty payable by the donee to the excess of the gifts over £500, so that he cannot be left with less than he would have had if the gifts had amounted to £500 and no more.

Valuation

The ordinary principles of valuation for estate duty apply to gifts and it is generally necessary to ascertain the open market value of the property given, *as at the date of the donor's death*. In the case of shares in a family company the assets basis of valuation discussed in the last article may apply instead of the open market basis. The difficulties begin when it has to be decided what property is to be valued, and these difficulties arise in two ways.

(*a*) *Changes in the property*

Much may happen even in five years, and before the donor dies the property may have been sold, given away or settled, or (in the case of a racehorse) have predeceased the donor. After several changes in Estate Duty Office practice, the law on this question has now been almost totally obscured by s. 38 of the Finance Act, 1957, one of the longest and most difficult to follow of all the estate duty sections. Roughly, the position is that gifts of money are gifts of money and do not change, settled gifts have to be valued according to what is in the settlement at the date of death but excluding accumulated interest, while gifts which are neither monetary nor settled are dealt with as follows:—

If the donee disposes of the property given for full consideration, the proceeds of sale or the property he receives in exchange are substituted for the original subject-matter of the gift.

If the donee voluntarily disposes of the property without receiving full consideration, the original property continues to be the subject of the charge to duty, but its value at the donor's death is taken to be the value at the date of disposition. This means that, if the original property were one attracting a reduced rate of duty, such as agricultural property, the relief could still be claimed.

If the donee settles the property the gift has to be valued according to what is in the settlement at the date of the

donor's death, just as if he had himself made a settled gift.

The result of these rules is that the true deceased racehorse still escapes duty, but most of the imitation ones are now non-starters.

(*b*) *Gifts not the same at both ends*

Sometimes there is a difference between what the donor gives and what the donee receives. In *Potter* v. *Lord Advocate* 1958 S.C. 213, a father gave a sum of money and his son received shares in a company. The Scottish court decided that in a case like this it is what the donor gave that matters, and where there has been a provision of property for a donee which has increased in value it is always worth examining the circumstances to see if it can be argued, on the basis of *Potter's* case, that the gift was really one of money.

(*To be concluded*) PHILIP LAWTON.

Oversea Influence of English Law

THE SUDAN

By C. D'OLIVIER FARRAN, B.C.L., M.A., LL.B., Ph.D., Barrister-at-Law, Head of the Department of International and Comparative Law, Khartoum University

THE Sudan, a sovereign Republic since 1956, was previously under British rule thinly disguised as an "Anglo-Egyptian Condominium." In fact, all Egyptian elements were expelled in 1924 by Lord Allenby, following a political assassination. Hence there is virtually no Egyptian influence in the Sudan legal system today. A vast country, the Sudan is peopled in the Northern, desert half by Arabic-speaking Mohammedans, and in the Southern, jungle half by pagan Africans speaking some forty different languages. The Nile links it loosely together. Roads are few. All the judges are now Sudanese, but they give their judgments (at least in the High Court and Court of Appeal) in English and often cite English cases as authorities for propositions of law. Thus, e.g., in one case the somewhat esoteric rules in *Goodright* v. *Hicks* (1801), 4 Esp. 50; *Seward* v. *Vera Cruz* (1884), 10 App. Cas. 59; and *Freke* v. *Carbery* (1873), L.R. 16 Eq. 461, were all cited and applied by the Sudan Court of Appeal, together with many other English authorities (*Kattan* v. *Kattan* [1957] S.L.J.R. 35). Learned arguments on such precedents can be found often enough in the pages of the *Sudan Law Journal and Reports*, which has been published annually since 1956. How did this situation come about?

Strangely enough, there has never been any legislative provision expressly adopting English law as the jurisprudential basis of the Sudanese legal system. The Civil Justice Ordinance, passed early in the Condominium period, lays it down that, in family and inheritance questions, Mohammedans shall be governed by the Mohammedan religious law and all others by their "customs" (s. 5). The Mohammedans have special Sharia Courts, not unlike the English Ecclesiastical Courts as they were before 1857, to deal with these matters. They are staffed by Kadis untrained in English law. They are not in any way inferior to the State courts, but can be kept within their proper field of jurisdiction by a sort of prohibition. Almost all non-Mohammedan Sudanese belong to pagan tribes and for them tribal customary law of the usual African type, but virtually undiluted by English influences, governs these matters through untrained, but respected, Chiefs' Courts. In all other civil matters, on the other hand, the Civil Justice Ordinance merely directs that "justice, equity and good conscience" shall be applied (s. 9). In the English day the judges, then all British, perhaps not unreasonably took this to mean English law. This was, crudely but understandably, because it was "the only law which is readily accessible to all parties and to the courts," and thus "the most equitable and sensible approach [lay] in the application of the principles of English law" (Lindsay, C.J., in *Bamboulis* v. *Bamboulis* [1954] Digest 76, at pp. 83, 80). On the other hand, the criminal law of the Sudan consists mainly of a Penal Code, very closely based on the Indian Penal Code. This is, however, largely only English law "once removed."

English legal system most suitable

The flattering assumption that English law is the same thing as "justice, equity and good conscience" has been adopted with almost as great fidelity by the Sudanese judges as it was by their British predecessors. No doubt the reason is largely the same: they do not know of any other legal system suitable for adoption in the Sudan, although in all former colonies there is a tendency to look with suspicion on any institution introduced by the "imperialist" authorities. The only conceivable alternatives would be the Mohammedan religious law, which is as unsuited to general application today as would be the Canon law of the medieval Church, or a continental code-system, which exists in Egypt. The latter fact condemns that proposal. Despite lip-service to Arab unity, Sudanese thought is basically much more suspicious of all things Egyptian than of anything English. The fact that all the existing judges, including newly-appointed young magistrates, have been trained in English law (nowadays at Khartoum University) is a very strong vested interest for a continuance of the common-law system. Due to a generous Ford Foundation grant, all the leading Sudan cases from 1900 to 1956 are now being prepared for publication—in English. This may cause a shift from citing mainly English cases to citing Sudanese precedents, but as the latter were made by English or English-trained judges, and as in any case the gaps will always have to be filled from the English reports, there is no real danger to the survival of English influence in this development. The Sudan appears to be well entrenched into the common-law group of legal systems.

The following of English legal ideas is by no means slavish or automatic. "The courts of the Sudan should remember that they are guided by, but not bound by, the common law," said M. A. Abu Rannat, C.J., in a case (*Bakheita Ibrahim* v. *Hamad Mahayoub* [1957] S.L.J.R. 25) in which he rejected the rule in *Fureu* v. *Thornhill* (2 W. Bl. 1078) as being unsuitable for application in the Sudan. "It would be contrary to justice, equity and good conscience to follow such a rule," he said (at p. 33). Again, in an important case on negligence the Court of Appeal has refused to regard English precedents as guides to the measure of damages to be awarded, Sudanese

social conditions being so much humbler than those of the United Kingdom (*Khartoum Municipal Council* v. *Michel Cotran* [1958] S.L.J.R. 85). But on the whole it can be said that the Sudanese courts tend to err on the side of a too rigid adherence to the technical rules of English law rather than on that of making too free with them. Thus, e.g., in *Kattan* v. *Kattan, supra*, a conflicts case, several old English decisions were followed which are unanimously condemned by textbook writers in that field and the reform of which has been officially recommended by the Lord Chancellor's Private International Law Committee.

Following of new English statutes

An interesting problem has been the attitude of the Sudan courts to English statutes reforming the case law in various fields. By the most elementary principle of international law the British Parliament has not—nor would it claim—the right to legislate for the Sudan. This was presumably so even before independence, as the Sudan was never, legally speaking, a part of the British Empire. Must the Sudanese judges then apply the unreformed common law? They have not in practice hesitated in the matter. The fact that the British Parliament has changed the law (whether before or after 1956) shows that the rules thereby abolished or amended were not—or are no longer—"justice, equity or good conscience." Parliament is assumed to have acted to introduce these things. The international law problem does not arise, they point out. United Kingdom legislation is not adopted in the Sudan *qua* legislation (the Sudan, like all other Afro-Asian States, would not tolerate that for a moment), but as being "justice." They do not want obsolete, but up-to-date justice. Hence the following—as guides, not as binding rules—of new English Acts as soon as they reach the statute book. The Sudan has, of course, its own Legislature, but since this is nowadays a military junta government, little in the way of professional law reform can be expected from it. Earlier legislation from the Condominium period often follows the *ipsissima verba* of English (or occasionally Indian) Acts.

But when all is said and done, the fact remains crucial that the Sudan is not a modern, densely-populated, urban European nation, but mostly a vast tract of thinly-populated, poor and "undeveloped" desert or impassable jungle inhabited by uneducated and ultra-traditionalist tribesmen. It follows that the circumstances with which this English-type legal system has to deal are apt to be wholly different from those arising in England. We may take three homicide cases from recent years as illustrations of this.

Local colour

Sudan Government v. *Abdullah Mukhtar Nur* [1959] S.L.J.R. 1, bears the simple headnote: "It is a good defence to a charge of murder that the accused acted under a genuine belief that the deceased was a ghost." Presumably no English court would quarrel with this statement, which is a correct application of the *mens rea* rule, but equally it may be doubted whether any English court today would credit the genuine nature of such a belief. Here the accused had heard from his fellow-villagers that there was a ghost in the vicinity. One of them even bragged of having "fought" it. One night he rode out of the village on his donkey to look for a missing cow. A crouching figure in black draperies accosted him in the dark. He spoke to it; when it did not answer he decided that it was the ghost of which he had heard and hit it with his stick. The old woman (for such it was) died. He went home and boasted of having "killed" the ghost. He was held guilty of no crime, and set free. Two Indian cases were cited in support of this ruling, one of them involving a comparable ghost belief.

Few cases give such a vivid picture of life in the rural Sudan as *Sudan Government* v. *Musa Gibril Musa* [1959] S.L.J.R. 12. As in many part of the Northern Sudan, water was very scarce in the area in which the accused resided. The nearest well was a day's walk away. Providently he had stored as much as he could from the short rainy season in the trunk of a tebeldi tree. One day a party of thieves stole some of this precious commodity. He pursued them and demanded it back. When they refused, a fight broke out. Two of the thieves produced rifles. One of their camels panicked and threw its rider. The accused hacked him to death with an axe. Again, it was held that he was guilty of no crime, as he was only using reasonable force in defence of property of life-and-death importance.

The harsh impact of modernity on this unchanging African scene is illustrated by *Sudan Government* v. *El Baleila Balla Baleila* [1958] S.L.J.R. 12. Some herdsmen were driving their cows across a railway line (which is not fenced in, as *inter alia* white ants would eat the fencing) when a train suddenly descended on them. If the driver tried to brake, he was singularly unsuccessful in doing so, and no less than eighty of the precious animals were killed. Eventually the train was derailed by this gory mass of beef. The accused and the other cowherds were carrying spears—a necessary protection against wild animals. When the shaken driver emerged from the train he was speared to death. At first the accused was found guilty of murder, but on reference for confirmation M. A. Abu Rannat, C.J., reduced this finding to one of "culpable homicide" (i.e., manslaughter), in view of the "grave and sudden provocation." The important observation was made that there can be no rule in the Sudan of testing provocation by whether a mythical "reasonable man" would be provoked, since the Sudanese people differ very markedly in standards of education, social circumstances and behaviour in different parts of the Sudan. Hence the test is whether the "reasonable" nomadic tribesman of that particular area would have been provoked. It may be added that, while the cows did not belong to the accused, they belonged to members of his family and would have been used, *inter alia*, as a bridewealth to secure him a bride. In all probability they represented the sole capital and the sole means of livelihood of the whole family. Hence the sentence of life imprisonment appears a severe one, but it was intended to deter others from attacking public servants.

English law thus exercises a very wide and important influence on the Sudan legal system, but the facts in cases there remain intractably Sudanese.

COLONIAL LEGAL APPOINTMENTS

The following appointments are announced by the Colonial Office: Mr. G. L. B. PERSAUD, senior crown counsel, British Guiana, to be judge of the Supreme Court, British Guiana; Mr. ABDUL RAHMAN BIN YA'KUB, cadet legal officer, Sarawak, to be crown counsel, Sarawak; Mr. F. G. POOLEY to be legal draftsman, Nyasaland.

THE HIRER'S DILEMMA

WHAT are now known as "minimum payment" clauses in hire-purchase agreements will no doubt continue to provide food for the courts for some time, at any rate until Parliament or the House of Lords gives a much-needed short, conclusive answer which will embrace all the outstanding questions, multiplied as they are by the variety of clauses employed.

Where the Hire-Purchase Acts apply the position is fairly straightforward; whether the hirer or the finance company terminates the agreement, he will have to pay all arrears of rental at the date of termination plus such sum as is enough to make up the total of such arrears and all sums already paid to one-half of the total hire-purchase price. There is therefore everything to be gained by him terminating the agreement if he does not wish to keep the goods, once half the total hire-purchase price has been paid or fallen due, as otherwise he is paying what is in fact a very high rent for them. The same applies in theory where the goods are not worth what still remains to be paid, though few hirers would approach their problems from the basis of cold economics. But in both cases the position could be altered by a claim for damages for failure to take proper care of the goods. Until one-half of the hire-purchase price has been paid or becomes due, however, there is no particular advantage in the hirer terminating the agreement, since agreements giving terms better than those laid down by the Hire-Purchase Acts are very rare indeed, and he will have to pay one-half anyway. This is, of course, again subject to his being able to negotiate better terms with the finance company, and also to his taking care not to let any claim for damages arise.

But from the finance company's angle, unless the goods will be worth more than half the hire-purchase price when recovered, there is little point in terminating the agreement; the arrears of rental may as well accrue and be recovered by one or more default actions. An action for the recovery of the goods where the arrears are small is something of a speculation these days. If an order for immediate delivery is made the goods may well be worth less than the unaccrued balance of the hire-purchase price; if there is a suspended order for delivery the position will usually be the same, for finance companies are not in the second-hand trade, and it is the threat of deprivation to the hirer which is the sanction behind a suspended order. But where the arrears are substantial the position may be very different, for although in some cases the goods prove to be worth less than the extra costs involved in their recovery, every little helps and a money judgment for the arrears can be obtained as well.

Outside the Acts

If the Hire-Purchase Acts do not apply, the hirer's chances of making a correct decision, even with the assistance of professional advice, are about as remote as success on "Ernie." If the hirer determines he exposes himself to the whole force of the minimum payment clause without a chance to argue that it is a penalty: *Campbell Discount Co., Ltd.* v. *Bridge* [1961] 2 W.L.R. 596; p. 232, *ante*, subject to such inroads as may be made on that case, which, it is understood, is to go to the House of Lords. Even if the finance company determines, the onus is on the hirer to show that the minimum payment clause is a penalty. Although he has the assistance of *Cooden Engineering Co., Ltd.* v. *Stanford* [1953] 1 Q.B. 86, and *Lamdon Trust, Ltd.* v. *Hurrell* [1955] 1 W.L.R. 391, to show that clauses calling for payment to make up the whole and three-quarters of the purchase price respectively are penalties, he will have to contend with *Phonographic Equipment (1958), Ltd., and Lombank, Ltd.* v. *Hassan Muslu* (Court of Appeal, 28th July, 1961), where the standard minimum payment clause of Lombank, which, briefly, provides for payment of between 50 and 75 per cent. of the hire-purchase price less what has been paid already, was held not to be a penalty. Clearly it will be ill in the mouth of the hirer to argue against a "one-half" clause in view of the attitude of Parliament. Fortunately, particularly in the motor trade, most finance companies adopt the "one-half" clause whether or not the Acts apply. Even so, this method of computing the loss is rather arbitrary and, taking into account the value of the goods, can result in the finance company making a profit.

Occasionally one comes across an unusual clause, and in *Yeoman Credit Co., Ltd.* v. *Waragowski* [1961] 1 W.L.R. 1124; p. 588, *ante*, the Court of Appeal had a chance to consider one. The first thing to be noticed is that if the hiring was terminated by the hirer or the owner the hirer was to pay "damages for breach hereof (if any) . . ." While it is possible to claim under this head without express provision, of course, it may be possible to argue that on construction the effect of a particular clause of the more usual kind is to exclude this common-law remedy as express provision has been made for the contingency. The Yeoman Credit Co. agreement, however, does not make the usual reference to "agreed compensation for depreciation": it goes on to provide that at the option of the finance company the hirer shall pay one of two amounts: (*a*) such further sum as with the total already paid by the hirer by way of first payment and rentals shall equal one-half of the hire-purchase price as agreed compensation for the depreciation of the goods or at the option of the owner; (*b*) the amount of rentals and other moneys then already due thereunder together with such further sums as would if the hiring had not been terminated have been payable in respect of rent during the period (if any) between the termination of the hiring thereunder and the return of goods to the owner.

Interesting points

There are a number of interesting points. The first is that sub-cl. (*a*) does not mention arrears: could arrears of instalments also be claimed? It would seem unfortunate if (perhaps only in theory) the provision can be attacked as a penalty when possibly all the amount claimed is also arrears, yet the wording seems to release arrears once the clause is invoked unless they are claimed as damages, as they are specifically referred to in the second sub-clause. In this case, however, the finance company chose to proceed under the second part of the clause. The agreement concerned a van on which the defendant paid a deposit but none of the thirty-six monthly instalments. It was determined by the plaintiffs after three months and the van was repossessed and sold for less than half the hire-purchase price, though it was accepted that it was the best possible price. The claim made was for three months' rental under sub-cl. (*b*) and for damages. These damages were assessed by the master to whom the matter was referred at the difference between the total of the deposit paid, the rental claimed and the price realised on resale, and the total hire-purchase price.

The latter award was attacked as a penalty, and this attack failed. The damages were for breach of contract and not merely for failure to pay a sum of money. In the view of Davies, L.J., the absence of the words " compensation for depreciation " precluded the rule in *Cooden Engineering Co., Ltd.* v. *Stanford, supra.* The defendant had not chosen to exercise his right to terminate the agreement himself. Instead he broke the agreement and deprived the plaintiffs of the chance of receiving from him the full hire-purchase price.

Clearly here the Yeoman Credit Co. have it both ways. If the hirer determines the agreement lawfully the claim can be brought under head (*a*), and even if it is for all the hire-purchase price the hirer cannot at present attack it, and the finance company have the car as well. Most agreements up to now have only provided for payment of agreed compensation for depreciation, and this meant that the hirer could either lessen his liability for arrears by determining the agreement himself, or he could wait until the finance company chose to act and so leave himself free to attack the clause as a penalty. No doubt the Yeoman Credit Co. clause will now become more general: as it does so the layman will have a very difficult task to decide just what is the best course to take.

W. D. P.

EXPENSES RELIEF REFUSED—II

It was pointed out in the earlier article at 104 Sol. J. 908 that persons working on their own account or in partnership and assessed under Sched. D are able, under the Income Tax Act, 1952, s. 137 (*a*), to claim relief in respect of disbursements or expenses " wholly and exclusively " laid out or expended for the purposes of the trade, profession or vocation; and reference was then made to cases which illustrate the scope of this rule and the limitations to be placed upon it. At the same time, comparison was made with r. 7 of Sched. IX to the 1952 Act, which deals with claims for allowable deductions under Sched. E. Under it, the expenses which may be deducted from the emoluments to be assessed must be necessarily incurred and defrayed, and they must be expended " wholly, exclusively and necessarily in the performance of the . . . duties," so that the necessity must be considered in relation to the employment as distinct from the particular individual who is, for the time being, carrying out the duties of the office. The severity of the latter rule is well illustrated by two recent cases: *Brown* v. *Bullock* [1961] 1 W.L.R. 1095; p. 587, *ante*, and *McKie* v. *Warner* [1961] 1 W.L.R. 1230; p. 631, *ante*.

Facts in *Brown* v. *Bullock*

In *Brown* v. *Bullock* the taxpayer, who was a bank manager, was instructed by the bank employing him to foster local contacts and to join the club or clubs best suited to that purpose. If a prospective manager of the bank refused to join a club, his refusal would not be accepted without very good reason, since membership was virtually a condition or requisite of a managerial appointment. On appointment as manager of a particular branch the taxpayer joined the Devonshire Club, of which his predecessors had been members for forty years, and the bank itself paid his entrance fee and annual subscription amounting to £21 direct to that club. The bank also reimbursed half the manager's annual subscription of £12 12s. (which he paid himself) to the Royal Automobile Club since, in this case, membership entitled the manager to use the country club as well, where he played golf. Apart from that the manager rarely used the clubs other than for entertaining customers of the bank about six times a month and for keeping in touch with customers. Although he was entitled to use all the facilities of both clubs, as a matter of personal preference and for reasons of economy he would not have lunched there had there been no business reasons for doing so.

The manager appealed against an additional assessment under Sched. E made on him for the year 1954–55 in the sum of £27, being the proportion of the annual club subscriptions paid by the bank directly or indirectly on his behalf. It was not disputed by the parties that that part of the subscriptions constituted an emolument of the manager's office or employment (see s. 160 (1) of the 1952 Act). The sole question for determination was whether, in arriving at the amount of the emoluments to be assessed under Sched. E, the deduction of the £27 paid by the bank was allowable under r. 7 of Sched. IX. The General Commissioners held that, although the manager was necessarily obliged to incur the expense of the club subscriptions, such expenditure was not wholly, exclusively and necessarily incurred in the performance of the duties of the office, as there was an element of personal benefit involved. Danckwerts, J., upheld the finding of the Commissioners and the manager appealed.

The test

In the Court of Appeal Donovan, L.J., said that it followed from the decision of the House of Lords in *Ricketts* v. *Colquhoun* (1926), 10 T.C. 118, that the test was not simply whether the employer imposed the expense, but primarily whether the taxpayer's duties did so, in the sense that irrespective of what the employer might prescribe the duties themselves involved the particular outlay. In the circumstances of the case the taxpayer had not shown that the subscriptions to the two clubs were expenses " necessarily " incurred by him " in the performance of " his duties as bank manager. Lord Evershed, M.R., said that the subscriptions were paid because, in the opinion of the taxpayer's employers, membership of the clubs in question gave their manager a desirable social status. It was impossible to cut up the uses a man might make of a club like the Devonshire Club and say that on a particular occasion when he was having lunch with a particular person he was in fact using the club as bank manager, while on another occasion he was just having lunch there because it was his lunch-time and he had nowhere else to go. The fact was that he acquired the status of a member of the Devonshire Club and had the amenities of the club, of which he might or might not take advantage as occasion arose.

Facts in *McKie* v. *Warner*

In *McKie* v. *Warner* a company appointed one of its employees as its export sales supervisor, and considered it essential for the satisfactory performance of his duties that he should take up residence in London. The employee (the taxpayer) was accordingly instructed to look out for a flat which suited him, and, one having been found, the company took a lease of it at a yearly rental of £500, plus an additional rent equal to the excess of the rates over the sum

of £64 6s. 9d. per half-year. It then rented the flat to the taxpayer—a married man with children—for £150 per annum, that being the sum which the company considered proper having regard to the salary he was receiving. It was part of the taxpayer's duties to entertain at the flat foreign buyers visiting this country, and a room was available for visitors wishing to stop the night there, although it was also used from time to time by a member of the employee's family. As from 1st September, 1952, the employee was paid £250 per annum as a contribution towards his expenses of entertaining and accommodating buyers, which exceeded that figure. The lease of the flat contained a covenant by the company not to use or occupy the premises for any other purpose than as a private residence for the occupation of the taxpayer and members of his family, and such other persons as might be approved by the landlords.

The taxpayer was assessed for the years ended 5th April, 1953, to 5th April, 1957, inclusive, in respect of emoluments arising from his occupation of the flat. He appealed to the General Commissioners, who held that (i) the difference of £350 a year was properly assessed on him under s. 161 (1) of the 1952 Act and was not exempted by subs. (3) (which relates to the provision of living accommodation for an employee in part of the business premises of a body corporate), but (ii) the £350 was an allowable deduction under r. 7 of Sched. IX as an expense wholly, exclusively and necessarily incurred by the taxpayer in the performance of his duties. The Crown appealed.

The judgment

Plowman, J., said that s. 161 (1) of the 1952 Act was not confined to a case in which accommodation in fact provided a benefit for the employee in question. If living or other accommodation was provided by a body corporate, it must be a benefit within the meaning of the subsection irrespective of the facts relating to it, and the £350 a year was an emolument of the taxpayer's office. In order to succeed in a claim under r. 7 of Sched. IX the taxpayer had to prove, first of all, that the expense was one which he was necessarily obliged to incur and, secondly, that it was incurred wholly, exclusively and necessarily in the performance of his duties —"in doing the work of the office" (per Rowlatt, J., in *Nolder* v. *Walters* (1930), 15 T.C. 380, at p. 387). The test was that stated by Donovan, L.J., in *Brown* v. *Bullock*, *supra*. The taxpayer was not performing the duties of export sales supervisor by living in the flat, and there were days and nights when he was off duty and the flat was simply his home. Although there were occasions when it was his duty to entertain customers or potential customers of his employers, for a great part of the time he was not doing the work of his employment by being in the flat at all; therefore the £350 a year was not an allowable deduction from the taxpayer's emoluments.

Directors and higher executives

Under ss. 160–168 of the 1952 Act any sums paid by way of expenses and any benefits in kind provided by a body corporate to an employee in receipt of emoluments (including the expenses or benefits) at the rate of £2,000 per annum or more, or to a director of the company (as defined in s. 163) are to be treated as emoluments assessable under Sched. E, but subject to a claim for allowable deductions in the usual way under r. 7 of Sched. IX. Both in *Brown* v. *Bullock* and *McKie* v. *Warner* the taxpayer was brought within the ambit of these provisions. Recently the Board of Inland Revenue has issued a brochure containing notes on these provisions for the guidance of taxpayers. These notes have no binding force and do not affect a taxpayer's right of appeal on points concerning his own liability to tax; but they are useful as indicating the Revenue's interpretation of the provisions and the practice regarding them.

It is pointed out that the special provisions apply in general to directors and employees of all companies, bodies and societies (whether incorporated or not) which carry on a trade or which are wholly or mainly investment or property holding companies. They also apply to employees of individuals or partnerships carrying on a trade, profession or vocation, but do not apply to directors or employees of charities, non-trading bodies (such as trade unions and trade associations) or local authorities (except as regards their trading undertakings) or to employees of schools. A director is caught whatever his rate of remuneration but an employee is affected only if his income and emoluments fall within the £2,000 a year bracket. For the purposes of this limit all employments held by an individual under the same concern or within the same group are treated as a single employment.

To avoid submitting details of routine expenses payments and benefits which would clearly involve no extra tax liability, s. 164 of the Act provides for certain "dispensations." If the employer explains to the inspector of taxes his arrangements for paying expenses and providing benefits of particular types and satisfies him that they would be fully covered by an expenses deduction in all cases, the inspector may notify the employer that the special provisions will not apply to those payments or benefits so long as the circumstances remain the same. Dispensations are frequently given for payments of travelling and subsistence expenses on an approved scale for absences on business journeys in the United Kingdom, but are not given for entertainment expenses or allowances fixed at a round sum.

Taxable expenses and benefits

Where the special provisions apply, all payments for expenses rank as remuneration of the director or employee to whom they are paid, and so do benefits and facilities, whether provided for the director or employee himself or for his spouse, family, servants, dependants or guests; but to this rule there are numerous exceptions which are set out in para. 7 of the brochure. In general, the amount treated as remuneration in the case of benefits and facilities is the expenses incurred by the employer in or in connection with their provision (so far as it exceeds any amount made good to him by the director or employee). The initial cost of an asset used by a director or employee is not, however, treated as his remuneration if the asset remains the employer's property: in such a case, in addition to any current expenditure by the employer in connection with the asset, the annual value of its use or the rent or hire paid for it by the employer, whichever is the greater, ranks as remuneration of the director or employee.

Paragraph 9 deals with travelling expenses and subsistence allowances. Fares and incidental travelling expenses of a business journey are allowed in full, but travel between home and the ordinary place of work does not count as business travel. Strictly, it is only the extra cost of living away from home which qualifies for deduction as business expenditure, but if there are continuing financial commitments at home the whole cost is in practice normally allowed. Prior to 17th April, 1961, the whole cost was allowed only if the

total absence from home in the year did not exceed three months. Paragraph 10 sets out the limited circumstances in which the travelling and subsistence expenses of wives who accompany their husbands on business trips are allowed.

Where a director or employee is provided by the employer with a car, the value of its use and the expenses incurred by the employer rank as remuneration, subject to a deduction for business expenses which satisfy the ordinary expenses rule. If the car is the property of the director or employee and the employer pays an allowance for its use or bears any of the running costs or provides some benefit, such as petrol or maintenance, the allowance or expense again ranks as remuneration subject to any allowable deductions. Where an apportionment between private and business use is necessary, this is made on a mileage basis.

A director or employee whose entertaining expenses are borne by his employer—whether by means of an entertainment allowance or reimbursement of expenses or otherwise—is taxed on the cost to the employer so far as it is not allowed under the expenses rule. A deduction is made under this rule where a director or employee is required for genuine business reasons to entertain customers, suppliers or other business connections in the course of performing his duties. Thus the expenses of a particular occasion will normally be allowed if the purpose was to discuss a particular business project: and they may also be allowable if the purpose was to maintain an existing business connection or to form a new one even though no business was actually done.

As has been seen, a director or employee whose employer provides him with living accommodation is liable to tax on the total amount of the expenses incurred by the employer in providing the accommodation and any benefits or facilities connected with it, less the amount of any rent paid by the director or employee or of any contribution made by him towards the expenses. But if part of the accommodation is reserved for business purposes, e.g., as a showroom, an appropriate deduction may be allowed; and in some circumstances the benefit of living accommodation for an employee in part of the employer's business premises is not taxed if the employee is required to live there so that he may carry out his duties properly.

(Concluded) K. B. EDWARDS.

HERE AND THERE

NIGHTMARE AT THE WHEEL

MEDIÆVAL London within its encircling defensive walls used to sit compactly on high ground above the marshy banks of the Thames. Long afterwards it became a conglomeration of villages, swallowed up by a flood tide of building, though each retained its own individuality. But in the even greater building fever of the last five or six years all those individualities have been dissolving like a scene-shift in a theatre. All over Greater London one has the impression of dozens of little streets vanishing almost over night and near-skyscrapers suddenly sprouting on their sites. All this gives the long mazy drive out of London a strange dreamlike unreality intensified by the ubiquitous and multifarious road sign directions, the red, green and amber signals, the ghastly, ghostly radiance of the sodium street lighting, the roundabouts, the flyovers, the one-way streets, the no-way streets, the huge faces staring from the advertisement hoardings, the vast, devastated tracts where major roadworks have obliterated all landmarks. What wonder if before he reaches the open country the motorist's mind is a prey to fearful fantasies?

EXTRAORDINARY EXPERIENCE

RECENTLY the sequel to such a midnight drive was a prosecution in a magistrates' court in rural Essex. A friend of mine was engaged in it. Because the defendant was a Greek Cypriot, I shall call him Gheorghios (though that was not his name). The adventure started in Soho, where Gheorghios was enjoying a social evening in a night club. I shall first of all relate his story as he told it to his counsel and to the court. The embellishments added by other witnesses I shall append at the end of his narrative. Very well then: in the club he fell into company with a young Scandinavian girl on a visit to England and in the course of conversation he asked her whether she had ever been in Southend. The young lady had never seen it. Would she like Gheorghios to drive her there in his motor car? Yes, she would. So in they got and sped eastwards through the fantastic convolutions of what is laughingly called London's road system—Aldgate, Mile End, East Ham, Ilford, Romford. At last they were in the dark Essex countryside, dazed by the difficulties of finding their way out of town, and somewhere about Chelmsford Gheorghios began to realise that he was veering much too far to the north and must bear right. (No, no, the next part of the story isn't going to be quite what you expect. The car did not run out of petrol on a lonely road.) Just about here the young lady said she would like to go behind a hedge for a moment. In a quiet spot they found a convenient gap and she went through. After she emerged, Gheorghios in his turn went through. What was his amazement in that desolate spot, when four men suddenly came rushing across the field, pushed past him through the gap and ran out into the road. They carried shot-guns. On looking down at the ground, he was even more puzzled to see four dead pheasants lying there. No sensible man turns his back on four pheasants. They might be lost property. Gheorghios picked them up, like a good simple fellow, and emerged into the road. Immediately he walked into pandemonium. Two business-like looking estate cars pulled up sharply and out tumbled several men, evidently farmers and farm hands, who seized the pheasants and adopted an attitude and mode of address to him which were equally aggressive, eruptive and offensive. Hurt and annoyed by this behaviour, he readily agreed to give the four other men a lift in his own car, in which they all made a hasty departure. Some way down the road the four men got out and drove away in a motor car of their own which was parked there. That was the last he saw of them but not the last he heard of the episode.

THE OTHER STORY

THE farmers had noted the number of his motor car and in due course he was summoned to appear before the local magistrates' court on charges of trespassing by night in pursuit of game, and assault. The story the farmers told was that they had been awakened in the middle of the night by a perfect fusillade of shots like a discharge of fireworks, that, having already suffered a good deal from the attentions of London restaurant poachers, they had tumbled out of bed and driven

off on a reconnaissance, that they had come across this group of men, all apparently Greek Cypriots, that they had all made their escape in a motor car in which there was, indeed, a girl. Gheorghios told his story, but in vain. On the Bench to hear his case were several solid country types, including two severe-looking ladies in tweeds who had clearly never been invited by anyone to go to Southend after an evening in a Soho club. Gheorghios was found guilty and fined rather heavily. He was left to wonder how much of what had befallen him was a fantasy or nightmare induced by the bemusing experience of driving out of London's maze by night.

RICHARD ROE.

IN WESTMINSTER AND WHITEHALL

STATUTORY INSTRUMENTS

Bath–Cheltenham–Evesham–Coventry–Leicester–Lincoln Trunk Road (Thurmaston and Syston By-Pass) (Variation) Order, 1961. (S.I. 1961 No. 1929.) 6d.

Canterbury and District Water Order, 1961. (S.I. 1961 No. 1917.) 6d.

General Optical Council (Disciplinary Committee) (Procedure) Order of Council, 1961. (S.I. 1961 No. 1933.) 11d.

The rules approved by this order provide for the procedure to be followed and the rules of evidence to be observed in proceedings before the Disciplinary Committee of the General Optical Council.

Lead in Food Regulations, 1961. (S.I. 1961 No. 1931.) 8d.

Lead in Food (Scotland) Regulations, 1961. (S.I. 1961 No. 1942 (S.114).) 11d.

Load Line (Amendment) (No. 3) Rules, 1961. (S.I. 1961 No. 1920.) 6d.

Newport–Shrewsbury Trunk Road (Moreton on Lugg, near Hereford, Diversion) Order, 1961. (S.I. 1961 No. 1943.) 6d.

Parking Places (Holborn) (No. 1) Order, 1961. (S.I. 1961 No. 1913.) 2s. 7d.

Parking Places (Holborn) (No. 1, 1960) (Amendment) (No. 2) Order, 1961. (S.I. 1961 No. 1912.) 8d.

Parking Places (St. Marylebone) (No. 1) Order, 1961. (S.I. 1961 No. 1919.) 2s. 10d.

Sevenoaks and Tonbridge Water Order, 1961. (S.I. 1961 No. 1953.) 6d.

Stopping up of Highways Orders, 1961:—

County Borough of Blackpool (No. 1). (S.I. 1961 No. 1944.) 6d.
City and County of Bristol (No. 10). (S.I. 1961 No. 1921.) 6d.
County of Cornwall (No. 7). (S.I. 1961 No. 1945.) 6d.
County of Essex (No. 18). (S.I. 1961 No. 1934.) 6d.
County of Gloucester (No. 13). (S.I. 1961 No. 1922.) 6d.
County of Kent (No. 18). (S.I. 1961 No. 1935.) 6d.
County of Kent (No. 19). (S.I. 1961 No. 1938.) 6d.
County of Kent (No. 20). (S.I. 1961 No. 1939.) 6d.
City and County of Kingston upon Hull (No. 3). (S.I. 1961 No. 1930.) 6d.
County of Lancaster (No. 34). (S.I. 1961 No. 1950.) 6d.
City and County Borough of Liverpool (No. 14). (S.I. 1961 No. 1946.) 6d.

Stopping up of Highways Orders, 1961—*continued*

London (No. 42). (S.I. 1961 No. 1947.) 6d.
London (No. 43). (S.I. 1961 No. 1936.) 6d.
County Borough of Southampton (No. 4). (S.I. 1961 No. 1923.) 6d.
County of Stafford (No. 9). (S.I. 1961 No. 1951.) 6d.
County of Surrey (No. 8). (S.I. 1961 No. 1948.) 6d.
County of Sussex, East (No. 3). (S.I. 1961 No. 1937.) 6d.
County of Sussex, East (No. 4). (S.I. 1961 No. 1940.) 6d.
County of Warwick (No. 3). (S.I. 1961 No. 1949.) 6d.
County of York, West Riding (No. 23). (S.I. 1961 No. 1910.) 6d.
County of York, West Riding (No. 25). (S.I. 1961 No. 1911.) 6d.

Treasury (Loans to Local Authorities) (Interest) (No. 3) Minute 1961. (S.I. 1961 No. 1954.) 6d.

Treasury (Loans to Persons Other than Local Authorities) (Interest) (No. 3) Minute, 1961. (S.I. 1961 No. 1955.) 6d.

Wages Regulation (General Waste Materials Reclamation) Order, 1961. (S.I. 1961 No. 1926.) 11d.

Wages Regulation (Industrial and Staff Canteen) Order, 1961. (S.I. 1961 No. 1927.) 1s. 3d.

Wages Regulation (Road Haulage) Order, 1961. (S.I. 1961 No. 1928.) 1s. 9d.

Work in Compressed Air (Prescribed Leaflet) Order, 1961. (S.I. 1961 No. 1932.) 6d.

SELECTED APPOINTED DAYS

October

11th — General Optical Council (Disciplinary Committee) (Procedure) Order of Council, 1961. (S.I. 1961 No. 1933.)

27th — Companies (Floating Charges) (Scotland) Act, 1961.

November

1st — Food Hygiene (General) Regulations, 1960 (S.I. 1960 No. 1601), in relation to ships.

Licensing Act, 1961, ss. 1–4, 5 (7), 7 (1)–(3), (5)–(7), 8 (2)–(9), 10–24, 37 (1)–(3), (6), (7), 38, Scheds. I, IV, IX, Pt. I, Pt. II (in part).

Licensing (Metropolitan Special Hours Area) Order, 1961. (S.I. 1961 No. 1671.)

"THE SOLICITORS' JOURNAL," 26th OCTOBER, 1861

ON 26th October, 1861, THE SOLICITORS' JOURNAL wrote: "Considering how often British juries are told that they are the Palladium of British liberty and the glory of the constitution, they must be rather surprised now and then at the speeches which fall from the minor judicial bench—by which we mean such functionaries as recorders and commissioners at the Old Bailey. The present week furnishes two instances in point, one of which certainly ought not to be overlooked. On Tuesday last a case came before Mr. Kerr, the judge of the city Sheriffs' Court, and who in that capacity is named a commissioner of the Central Criminal Court. The facts were very simple. A young man named Hayes, who was shooting birds in the fields adjoining the London and Brighton Railway line, near Rotherhithe, fired in the direction of a train, and wounded an engine-driver in the face—fortunately, without doing him any serious harm. There could be little doubt that the injury was the result of carelessness, and not of any intention on the prisoner's part. When these facts were proved to the jury, Mr. Kerr expressed an opinion that the case ought not to be proceeded with, because it was manifest that the casualty was the result of an accident. Counsel for the prosecution, however, was desirous of, 'having the opinion of the jury upon it'; upon which slender provocation Mr. Kerr thinks himself justified in casting a universal slur upon English jurymen. We quote from the report: 'Mr. Commissioner Kerr: A British jury can do anything.' . . . A judge has a right, no doubt, to express dissatisfaction with the conduct or the verdict of the jury, although he has no mission to prevent them from exercising their proper functions or to insult them while they are properly discharging them. . . ."

REVIEWS

Mayne & McGregor on Damages. Twelfth Edition. By HARVEY MCGREGOR, M.A., B.C.L., of the Inner Temple, Barrister-at-Law. pp. lxxiii and (with Index) 932. 1961. London: Sweet & Maxwell, Ltd. £7 10s. net.

With this book the volumes in the Common Law Library are increased to nine, and the scope of the enterprise is greatly extended by the inclusion of a work of such respected antecedents and present value. The last edition of Mayne was in 1946, and none of the ten editions following the first publication in 1856 had pretended to do more than revise and add to the original text. Inevitably the book became less valuable as a work of reference, although still regarded as the leading exposition of the general principles of the subject, and a new edition was badly needed. Happily, Mr. McGregor abandoned his initial intention of revising the established text, and he has rewritten it completely.

The amount of law on damages has enormously increased since Mayne brought out his book—only two years after the decision in *Hadley* v. *Baxendale*—and ever since 1946 the case law has been added to extensively, but this book is only 220 pages longer than the last edition. There is much new matter, particularly on taxation, the certainty of damage and the effect of changes in the value of money, but a considerable amount of law originally dealt with has been left out; the new author regards it as inappropriate to deal with questions of liability in a work on damages, and he has also omitted any consideration of claims for money other than those which are for compensation for a tort or breach of contract. Most readers will agree that these subjects are better dealt with elsewhere, especially when so much valuable new material takes their place.

The whole scope and arrangement of the text is new. It is now divided into three books—General Principles, Particular Contracts and Torts, and Procedure—and each book is subdivided into several parts. In the sections devoted to contract, for example, every type of contract is dealt with from the point of view of each party; thus the chapter on building contracts is divided into "Breach by Builder" and "Breach by Owner," while the chapter on employment is divided into "Breach by Master" and "Breach by Servant." Such an arrangement simplifies reference to the text and avoids reading through much irrelevant matter.

The greatest revolution in the law relating to damages since the last edition was brought about by the Privy Council decision in *The Wagon Mound* case, which upset the authority of *Re Polemis* on remoteness of damage. Unhappily for Mr. McGregor, this revolution in the law took place between the return to the publishers of the galley-proofs of the book and the publication date, and necessitated a complete re-writing of the chapter on remoteness of damage. However inconvenient this may have been for the author and publishers, it is a great advantage to the book and those who will use it that the judgment in *The Wagon Mound* was delivered in time for the case and its far-reaching effects to be included in the text. The difficulty remains that it is as yet too early to say exactly what will be the full extent of these effects, since technically the case does not overrule *Re Polemis*; it is a decision on the law of New South Wales, and before it can "overrule" the Court of Appeal a House of Lords decision is necessary, *pace* the evident assumption by the Judicial Committee that they were giving the quietus to *Polemis*. The author has therefore dealt with the law on remoteness both as it was before and as it may now be since the Privy Council decision. The problem is dealt with thoroughly, including the thorny question of the effect of Privy Council decisions on precedent and their persuasive effects.

A text-book like this cannot be judged fairly by any reviewer; the only true test of its worth is how it responds to day-to-day usage, and the verdict can only be given after it has been proved in this way. But some indication of its accuracy and authority can be gained from examining chapters dealing with particularly difficult aspects of the law. On remoteness, both in contract and in tort, the author stands up well to the difficult task before him, and the section on fatal accidents is admirable. As to the general usefulness of the book, apart from its completeness (which is evidenced by the table of contents), the best criterion is the system of indexing and cross-references. As far as these can be tested *in vitro*, so to speak, they seem to be thorough and sensible. Finally, the style is fresh, concise and readable. This will undoubtedly prove an essential work of reference to all practitioners of the common law.

The Pursuit of Crime. By Sir RONALD HOWE, C.V.O., M.C. pp. (with Index) 168. 1961. London: Arthur Barker, Ltd. £1 1s. net.

These memoirs of Sir Ronald Howe, who is described as "Former Head of the C.I.D., Scotland Yard," deal principally with incidents occurring during his career at that famous headquarters. Before joining the Metropolitan Police in 1931, he had spent nearly ten years on the staff of the Director of Public Prosecutions, where one of his most absorbing cases of fraud concerned Lord Kylsant and the Royal Mail Steam Packet Company. Murder cases described include such sensational ones as those of Cummins, Christie, Giffard, Hume and Haigh. The author was intimately concerned with the organisation of Interpol.

With such material available to him, Sir Ronald's memoirs cannot help but be of interest, although, apart from some medical theories recounted at second hand, he does not throw any new revealing light on the *causes célèbres* named above, or on the case of Timothy Evans, also mentioned.

Perhaps the wisest observations made are that the vital deterrent to crime "lies not in any method of punishment whether severe or enlightened, but in the certainty of detection and this lies neither with reformers nor with reactionaries but with the police" (p. 38); and that "dullness and monotony are among the factors which lead young men into a life of crime" (p. 51).

Sir Ronald advocates the setting up of a national Criminal Investigation Department. This proposal deserves critical consideration because, although there are strong arguments in favour, if implemented it might facilitate the creation of a State police force with all the potential dangers to the liberty of the subject which that would involve. The author also argues that in Interpol there is a nucleus of a force to carry out international inspection of sites against the manufacture of nuclear weapons. Here the author is virtually arguing against himself, for earlier he writes convincingly of how, for Interpol to be effective, it must be divorced from politics. It is hard to think of a subject politically hotter than the manufacture and inspection of nuclear armaments.

Tax Saving for the Business Man. By HENRY TOCH, B. Com., Assistant Lecturer, City of London College, formerly H.M. Inspector of Taxes. pp. (with Index) 172. 1961. London: Museum Press, Ltd. 18s. net.

This is another breezy, stimulating, sometimes confusing, illustrated income tax book by the author of "How to Pay Less Income Tax." It is not intended for the professional man and it would not be fair to criticise it by the standards of accuracy called for in a legal text-book. Even from the point of view of the business man, however, it does seem that Mr. Toch has tried to include a little too much of the mystery of life in his 172 pages. He starts with the basic principles of book-keeping and ends with Surtax and Covenants, and Estate Duty. The middle chapters, especially those on Capital Allowances and Losses, are much the best, and it might have been more useful if the author had concentrated strictly on matters affecting the assessment of business profits.

If we may be allowed one legal quibble, we suggest that even in a popular book Mr. Toch should not give what purport to be extracts from Acts of Parliament unless he is prepared to quote them accurately. On the other hand we appreciate and commend the stress he continually lays on the need to obtain professional advice—even if it is not always the advice of a solicitor that he has in mind.

The illustrations are unfortunately not nearly so good as those in the first book, and the significance of some of them entirely escaped us.

NOTES OF CASES

*These notes are published by arrangement with the Council of Law Reporting. Except in respect of those marked *, full reports of the judgments, revised by the judges, will shortly appear in the Weekly Law Reports. A list of cases reported in today's issue of "W.L.R." is set out at the end of these notes.*

Case Editor: J. D. PENNINGTON, Esq., Barrister-at-Law

Court of Appeal

HUSBAND AND WIFE: DIVORCE: WHETHER SEPARATION ORDER IS CORROBORATION

Turner *v.* Turner

Holroyd Pearce, Willmer and Davies, L.JJ.
16th October, 1961

Appeals from Judge Rewcastle and from the Divisional Court (p. 551, *ante*).

The parties were married in 1955. In January, 1958, the husband left the wife, who, in May, 1958, obtained a separation order on the ground of persistent cruelty. In May, 1959, the wife petitioned for divorce on the ground of cruelty, which was denied by the husband, who cross-prayed on the same ground. At the hearing in December, 1960, Judge Rewcastle, sitting as a Divorce Commissioner, had before him the notes of evidence given at the magistrates' court, but dismissed the wife's petition and granted a decree nisi of divorce to the husband. The wife appealed on the ground that the commissioner had misdirected himself by saying that there was no corroboration of her case when she had, after a contested hearing, obtained a magistrates' order. The wife also appealed from the refusal by the Divisional Court of her application for a rehearing of the suit.

HOLROYD PEARCE, L.J., said that, although a wife started on strong ground with an order having the effect of a decree of judicial separation, it was always possible that the Divorce Court would, after hearing the evidence of both sides, conclude that for some reason the first court did not have the same advantage for ascertaining the truth as the Divorce Court had, and it might feel itself compelled to disregard the order in her favour. But it must do so with the realisation that the order was prima facie of strong probative value. It should remember that against the advantage of a more leisurely and scientific investigation in the Divorce Court there must be weighed the advantage of a more contemporary and direct confrontation of the parties and their stories in the magistrates' court before lapse of time and the reiteration of the stories had had their effect. The commissioner, in holding that the wife had no corroboration at all, had misdirected himself and had not given adequate weight to the matters in the wife's favour. The appeal should therefore be allowed. In the circumstances the appeal from the decision of the Divisional Court became academic, but the case was indistinguishable from *Prince* v. *Prince* [1951] P. 71, and that appeal should therefore be dismissed.

WILLMER and DAVIES, L.JJ., delivered concurring judgments. Appeal allowed; appeal from the Divisional Court dismissed.

APPEARANCES: *Geoffrey Crispin*, Q.C., and *James Amphlett* (*Evan Davies & Co.*); *Donald McIntyre*, Q.C., and *Thomas Coningsby* (*E. Kleinman*).

[Reported by Miss MARGARET BOOTH, Barrister-at-Law]

TRIAL: OBSERVATIONS BY JUDGE IN FAVOUR OF ONE PARTY: OTHER PARTY REFUSING TO CONTINUE

Brassington *v.* Brassington

Holroyd Pearce, Willmer and Davies, L.JJ.
17th October, 1961

Appeal from Divorce Commissioner.

The parties were married in 1942. In 1959 the husband petitioned for divorce on the ground of cruelty, which the wife denied. After the husband had given evidence, the wife, as a result of certain observations made by the commissioner, concluded that he had completely made up his mind in favour of the husband, and instructed her counsel to take no further part in the case or call evidence. The commissioner concluded the trial and granted a decree nisi to the husband. The wife appealed on the grounds that the commissioner was wrong in law in having expressed himself in open court in favour of the husband and had wrongly exercised his discretion in refusing her application for a rehearing.

HOLROYD PEARCE, L.J., delivering the judgment of the court, said that only a very strong case indeed would justify a refusal by a party to continue to take part in the trial. If a party, though aggrieved, continued to present his evidence and arguments he could always reserve his complaint and appeal against an unfair decision when it had been given. If it were open to counsel for the defendant or respondent to break off a losing battle when the court appeared to be very much against him and then to ask the Court of Appeal for a rehearing, it would create an opportunity for many applications to the court by undeserving litigants. Before the Court of Appeal would intervene, a party who declined to proceed with his case must show that the judge, however well-meaning or conscientious, had so conducted himself that a litigant in his position would reasonably feel that the case had been prejudiced and that it would be impossible for him to obtain justice. Nothing said by the commissioner could reasonably have led to such a conclusion in the mind of the wife and her contention that she was entitled to a new trial could not be accepted. The appeal should therefore be dismissed.

APPEARANCES: *Phillip Wien*, Q.C., and *Watkin Powell* (*P. Lupton*, Law Society); *Elwyn Jones*, Q.C., and *Tom Williams* (*Chamberlain, Johnson & Parke*, Llandudno).

[Reported by Miss MARGARET BOOTH, Barrister-at-Law]

NEGLIGENCE: BANKERS' REFERENCE: WHETHER DUTY OF CARE

Hedley Byrne & Co., Ltd. *v.* Heller & Partners, Ltd.

Ormerod, Harman and Pearson, L.JJ. 18th October, 1961

Appeal from McNair, J.

The plaintiffs were advertising agents, and the defendants merchant bankers. The plaintiffs asked their bankers, National Provincial Bank, Ltd., to inquire about the financial stability of a certain company, so as to know whether they should place substantial forward advertising orders on that company's behalf on terms on which the plaintiffs were responsible for the cost of the advertisements. The National Provincial Bank, Ltd., made inquiries of the defendants, who were the company's bankers, and received two satisfactory references. Relying on these references, the plaintiffs placed orders to the total amount of some £22,000. At the date of the references, the company owed the defendants about £50,000, and was in a precarious financial position. Some few months later the company went into liquidation and the plaintiffs were able to recover only a small part of the cost of the advertisements which they had incurred. In an action for damages for, *inter alia*, negligence, the judge held that, if the defendants were under a duty of care in giving the references they were negligent, but he held that no duty existed and dismissed the plaintiffs' action. The plaintiffs appealed.

PEARSON, L.J., said that the issue was whether a person who had acted to his detriment on the faith of bankers' references had a cause of action in the absence of contract.

REGISTER OF
AUCTIONEERS, VALUERS, SURVEYORS, LAND AND ESTATE AGENTS

LONDON

CITY OF LONDON

BRIGHTWELL & MADDOCK, 29 Ludgate Hill, E.C.4. Tel. CITy 1962/6781.

CHAMBERLAIN & WILLOWS, 23 Moorgate and 58 Coleman Street, E.C.2. Tel. METropolitan 8001 (10 lines).

DEBENHAM, TEWSON & CHINNOCKS, 8 Telegraph Street, Moorgate, E.C.2. Tel. Monarch 5962 (Private branch exchange).

DOUGLAS YOUNG & CO., 12 Coleman Street, E.C.2. Est. 1868. Tel. MON 9378 and at Clapham, S.W.9.

DRON & WRIGHT, 17 Coleman Street, Moorgate, E.C.2. Tel. MONarch 6946 (PBX).

FULLER, HORSEY, SONS & CASSELL. Surveyors, Valuers and Auctioneers of Industrial Premises, Plant and Machinery. 10 Lloyds Avenue, E.C.3. ROY 4861. Established 1807.

GOOCH & WAGSTAFF, Chartered Surveyors, 3 & 4 Old Jewry, E.C.2. Tel. Metropolitan 9444.

HICKLENTON & PHILLIPS, Specialists in Valuation of Jewels and Silver for probate or purchase, 90 Cheapside, E.C.2. METropolitan 8441.

HORNE & CO. (Founded 1795), Chartered Surveyors, Chartered Auctioneers and Estate Agents, 9 Ironmonger Lane, E.C.2. METropolitan 8105 (3 lines).

KING & CO., Chartered Surveyors, 71 Bishopsgate, E.C.2. Tel. LONdon Wall 7201 (4 lines). See also North London.

MARK LIELL & SON, Chartered Surveyors, 9-13 Crutched Friars, E.C.3. Telephone ROYal 5454. And East London.

MATTHEWS & GOODMAN, Chartered Surveyors, 35 Bucklersbury, E.C.4. Tel. CITy 5627.

MOORE, C. C. & T., Chartered Surveyors, 13 Lime Street, E.C.3 (Established 1820). Tel. MAN 0335/7.

RICHARD ELLIS & SON, Chartered Surveyors, 165 Fenchurch Street, E.C.3. Est. 1773. Tel. MINcing Lane 4272.

ST. QUINTIN, SON & STANLEY, Chartered Surveyors, 149 Leadenhall Street, E.C.3. Est. 1830. Tel. AVEnue 6055.

TOPLIS & HARDING & FINDLAY, 13/14 Union Court, Old Broad Street, E.C.2. Tel. LONdon Wall 7071.

HAROLD WILLIAMS & PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, Temple Chambers, Temple Avenue, E.C.4. Tel. Ludgate Circus 9288. And at 80 High Street, Croydon. Tel. Croydon 1931.

NORTH LONDON

ALFRED SLINN & CO. (Est. 1880), Muswell Hill Broadway, N.10. Tel. TUD 0091 (5 lines).

BARBER & MOORE, F.A.L.P.A., 26 Stoke Newington Road, N.16. Tel. CLissold 2143/4.

BATTY & STEVENS, 269 Archway Road, Highgate, N.6. Tel. MOU 3424/5. Also at Muswell Hill, Finchley and Barnet, Herts.

KING & CO., Chartered Surveyors, 725 Green Lanes, N.21. Tel. LABurnum 6633 (5 lines). See also City of London.

J. MAUNDER TAYLOR, Chartered Surveyor, Chartered Auctioneer and Estate Agent. 1318 High Road, N.20. Tel. HILside 2377/7217.

NEWBON & SHEPHARD, Auctioneers, Surveyors and Estate Agents, 274/5 Upper Street, Islington, N.1. Tel. CANonbury 1800.

PERRY & SEYMOUR, Surveyors, Valuers and Estate Agents, 6 Stoke Newington Road, N.16. Tel. CLissold 6611/2.

H. PUTT & SONS, Chartered Surveyors, 580 Green Lanes, London, N.8. Tel. STA 3750. Valuations for Probate and Compulsory Acquisition. Urban Estate Managers.

STURT & TIVENDALE, Chartered Surveyors, 1261 High Road, Whetstone, N.20. HIL 3331/2 and at Highgate, N.6, and Muswell Hill, N.10.

WARD, SAUNDERS & CO., 296/299 Upper Street, Islington, N.1. Tel. Can 2487/8/9.

NORTH-EAST LONDON

H. EDELMAN & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors, Valuers, 172 Clapton Common, E.5. STA 0036.

WM. STEVENS & SON, 5 Dalston Lane, E.8. Auctioneers and Surveyors. Est. 1869. Tel. Clissold 1802. Also at Brondesbury, N.W.6, and Edgware.

NORTH-WEST LONDON

ANDREWS, PHILIP & CO., F.R.I.C.S., Chartered Surveyors, 275 Willesden Lane, N.W.2. Tel. WILlesden 2236/8.

NORTH-WEST LONDON (*continued*)

ANSCOMBE & RINGLAND, G. B. Slater, W. Andrews, J. G. Slater, Chartered Surveyors, Auctioneers and Estate Agents, 8 Wellington Road, N.W.8. Tel. PRI 7116.

BENNETT & CO., Surveyors, Valuers, Auctioneers, 167 Cricklewood Broadway, N.W.2. Tel. GLAdstone 6666 and 7871 (6 lines).

CAMERONS (Est. 1908), Estate Agents and Valuers 90 Walm Lane, N.W.2. Tel. WIL 0091.

T. B. WESTACOTT & SONS, Surveyors, Valuers and Auctioneers, 74 Camden Road, N.W.1. Tel. GULliver 3331/2.

SOUTH-EAST LONDON

BLAKE & DANNATT (Est. 1875), Chartered Surveyors, R. S. Jackson, F.R.I.C.S., F.A.I., George Dannatt, F.R.I.C.S., F.A.I., 18 Nelson Road, S.E.10. Tel. GREenwich 0593/0560.

EASTMAN BROS., Estate Agents & Valuers, 280 Kirkdale, S.E.26. Tel. SYD 6601.

FURLONG (H. J.) & SONS, Surveyors, Auctioneers and Valuers, 1 Woolwich New Road, Woolwich, S.E.18. Tel. 1467/8. And at Eltham, S.E.9, and branches.

HUMPHREYS, SKITT & CO. (Est. 1793), 205 Greenwich High Road, S.E.10. GRE 1102/3.

NOYS & HOWES, F.A.L.P.A., 4 Sydenham Road, S.E.26, and 137 Anerley Road, S.E.20. Tel. Syd. 5173, 6293, and 4742.

PEARSONS, Chartered Surveyors, 189/191 Stanstead Road, Forest Hill, S.E.23. Tel. FOR 1133/6.

VICTOR W. HINDWOOD & CO., Auctioneers and Surveyors, 37 Charlton Church Lane, S.E.7. Tel. GREenwich 1144/5/6. Blackheath Village, S.E.3. Tel. LEE 3747. And Branches.

SOUTH-WEST LONDON

ACLAND & CO., Estate Agents, Surveyors and Valuers. Rents collected. 193 New King's Road, S.W.6. Tel. REN 1368/9 & 2317. Also at Richmond, Surrey (q.v.).

ANLEY & CO., Auctioneers and Surveyors, 853 Fulham Road, S.W.6. REN 2383/5.

GEORGE BELBIN & CO., Chartered Surveyors and Valuers, 1 Knightsbridge Green, S.W.1. Tel. KNIghtsbridge 8846/8.

CALLOW & CO. (Estab. 1845), 1 Leigham Court Road, Streatham, S.W.16. Tel STR 0185/6 & STR 5252.

EDWIN EVANS & SONS (Est. 1880), Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 251 & 253 Lavender Hill, Clapham Junction, S.W.11. Tel. BAT 0051 (4 lines). And at Morden, Surrey. Tel. MIT 2281.

FINCH & CO., F.R.I.C.S., F.A.I., 187 Kingston Road, Wimbledon. Tel. LIB 3345. And Clapham, S.W.4.

JOHN FOORD & CO., 56 Victoria Street, S.W.1. Tel VIC 2002/4. Industrial Valuers, Buildings, Plant & Machinery.

W. HALLETT & CO. (Est. 1869), Surveyors, Valuers and Estate Managers (L. J. Nixon, A.R.I.C.S., Chartered Surveyor, A. R. Nixon, A.A.L.P.A.), 6 Royal Parade, Kew Gardens, Richmond. Tel. RICHmond 1034 and 5950.

C. ERNEST MANEY, F.A.I., F.V.I., 1 Cavendish Parade, South Side, Clapham, S.W.4. Tul 4414.

RAYNERS, Property Managers, 30 Upper Richmond Road, Putney, S.W.15. Tel. VANdyke 1000/3166/4242.

TAYLOR, A. W., & CO., Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 159 Putney High Street, S.W.15. Tel. Putney 0034 (3 lines). Est. 1883.

WATSON & EWEN (Est. 1896). 366 Streatham High Road, S.W.16 (F.R.I.C.S., F.A.I.). Tel. Streatham 0232 and 4788.

WILLIAM WILLETT ESTATE AGENTS LTD., Sloane Square, S.W.1. Tel. Sloane 8141. And at 146 Gloucester Road, S.W.7. Tel. Frobisher 2238.

YORK & JONES. Office & Business Premises Specialists, 11 Palmer Street S.W.1. Tel. ABB 1181/4.

EAST LONDON

ANSTEYS (Est. 1878), Chartered Surveyors, Auctioneers and Valuers, 511 Barking Road, Plaistow, E.13. Tel. Grangewood 0308.

H. J. BLISS & SONS (Est. 1816), 162/4 Bethnal Green Road, E.2. Tel. BIS 4818/9.

BROWN & EWIN, Chartered Auctioneers and Estate Agents, 218 East India Dock Road, E.14. Tel. East 3872.

EAST LONDON (*continued*)

CLARKSON & PARTNERS, Chartered Surveyors and Estate Agents, 223 East India Dock Road, E.14. Tel. EASt 1897/8. And at 23 Billiter Street, E.C.3. Tel. ROYal 1006/7.

MOORE, C. C. & T., Chartered Surveyors, 33 Mile End Road, E.1. City Office; 13 Lime Street, E.C.3. Tel. MAN 0335/7.

TAYLOR, LOCKHART & LANG, Auctioneers, Surveyors and Estate Managers, Est. 130 years. (S. S. Lockhart, F.A.L.P.A., J. W. Lockhart, A.R.I.C.S., A.A.I., R. A. Lang, A.R.I.C.S., M.R.S.H.), 230/232 Whitechapel Road, E.1. BIShopsgate 7378 and at 95 Park Lane, W.1.

WEST-CENTRAL LONDON

BAILEY & WOODBRIDGE, 9 Great Russell Street, W.C.1 Tel.: MUSeum 2624. Estate Agents, Surveyors, Investment Specialists.

BUCKLAND & SONS, 4 Bloomsbury Square, W.C.1. Tel. HOL 0013/4. Also at Windsor, Slough and Reading.

SAVILL, ALFRED & SONS, Chartered Surveyors, Land and Estate Agents, Valuers and Auctioneers, 51a Lincoln's Inn Fields, W.C.2. Tel. HOLborn 8741/9. Also at Chelmsford, Guildford, Norwich, Wimborne and Woking.

E. A. SHAW & PARTNERS (Est. 1899). Surveyors and Valuers, 19 and 20 Bow Street, W.C.2. Tel. COV 2255.

WEST END LONDON

BEECROFT SONS & NICHOLSON—H. C. H. Beecroft, P. R. Beecroft, F.R.I.C.S., F.A.I., Valuers, Surveyors and Assessors, 32a Weymouth Street, W.1. Tel. LAN 6721 (4 lines).

DOUGLAS KERSHAW & CO., Chartered Auctioneers and Estate Agents, Valuers. 20 Brook Street, W.1. Tel. MAYfair 4928 and 3404.

DOUGLAS YOUNG & CO., 1 Dover Street, W.1. Tel. HYD 6441 and at E.C.2.

DRIVERS, JONAS & CO., Chartered Surveyors, Land Agents and Auctioneers, 7 Charles II Street, St. James's Square, S.W.1. Tel. TRAfalgar 4744.

FOLKARD & HAYWARD, 115 Baker Street, W.1. Tel. WELbeck 8181.

HERRING, SON & DAW (incorporating Arthur F. Bourdas), Rating Surveyors, Valuers and Town Planning Consultants, 23 St. James's Square, S.W.1. Tel. TRAfalgar 4121.

MAPLE & CO., LTD., Estate Offices, 5 Grafton Street, Bond Street, W.1. Tel. HYDe Park 4685.

PERRY & BELL, Bell House, 175 Regent Street, W.1. Tel.: REGent 3333 (4 lines). Surveyors, Valuers, Estate Agents and Auctioneers.

WEST LONDON

ALLEN & NORRIS, LTD., Estate Agents, Valuers and Surveyors, 190 Fulham Palace Road, W.6. Tel. Ful 7817/8/9.

ATHAWES, SON & CO., F.A.I. (Est. 1871), Chartered Auctioneers & Estate Agents, Valuers, Surveyors and Estate Managers, Acton, W.3. (ACOrn 0056/7/8.)

BEALE & CAPPS, Chartered Auctioneers, Surveyors, Valuers, 126 Ladbroke Grove, W.10. Tel. PAR 5671.

CHESTERTON & SONS, Chartered Surveyors, Auctioneers and Estate Agents, 116 Kensington High Street, W.8. Tel. Western 1234.

COLE, HICKS & CHILVERS, Surveyors, etc., Helena Chambers, 42 The Broadway, Ealing, W.5. Tel. Eal 4014/5.

COOKES & BURRELL, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, West Kensington, W.14. Tel. FULham 7665-6.

FARNHAM & COIGLEY, Chartered Surveyors and Estate Agents, 9 Kensington Church Street, W.8. Tel. WESTern 0042.

FLOOD & SONS, Chartered Auctioneers and Estate Agents, 8 Westbourne Grove, W.2. Tel. BAY 0803.

TIPPING & CO., Surveyors, Estate Agents and Valuers, 56 Queensway, W.2. Tel. BAY 6686 (4 lines).

GEO. WESTON, F.A.I., Auctioneers, Estate Agents, Valuers, Surveyors, 10 Sutherland Avenue, Paddington, W.9. Tel. Cun 7217 (5 lines).

LONDON SUBURBS

Barnes, East Sheen and Roehampton.—RODNEY SCOTT & CO. (F. G. Porter, F.A.I.), 121 Church Road, Barnes, S.W.13. RIV 2641 (3 lines). And East Sheen.

Battersea, Clapham Junction, Tooting, Southfields.—RAYNERS (Neville Raner, J.P., F.V.I., F.R.V.A.; L. S. E. Pegler, A.R.I.C.S., A.A.I.), 205 Lavender Hill, S.W.11. Tel. BATtersea 8686. Four Offices.

Blackheath and Sidcup.—DYER SON & CREASEY, Chartered Surveyors, 22 Tranquil Vale, S.E.3, and 111 Station Road, Sidcup.

Brentford (for West London and West Middlesex).—LINNEY, MATTHEWS & CO. (C. A. Naylor, F.A.I., F.A.L.P.A., F.V.I.), Chartered Auctioneers and Estate Agents, Valuers, 112 High Street, Brentford. Tel. ISLeworth 5277/8.

Chiswick and Bedford Park.—TYSER, GREENWOOD & CO., 386 High Road. H. Norman Harding, F.R.I.C.S., F.A.I., Ernest J. Griffen, F.A.I., G. S. Bradley, F.A.I., Est. 1873. Tel. Chiswick 7022/3/4.

(*Continued on p. xvii*)

Ealing, Ealing Common and District.—JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, adj. Ealing Common Station, W.5. Tel. ACO 5006 (3 lines).

East Ham.—HAMLETTS (LEWIS J. HAMLETT, F.R.I.C.S.), 764 Barking Road, Plaistow, E.13, Surveyors and Estate Agents. Est. 1893. Tel. Grangewood 0546.

East Sheen, Barnes and Richmond.—C. & E. MELVILLE (John A. Knowlton, F.R.I.C.S.), 233 Upper Richmond Road West, East Sheen, S.W.14. Tel. PROspect 1021/2/3.

It was submitted that there was a sufficient proximity between a bank answering inquiries and the inquirer to impose a general duty of care in the law of negligence on the answering bank. That was the same argument that the court had rejected in *Candler* v. *Crane, Christmas & Co.* [1951] 2 K.B. 164, and was not maintainable in this court. Alternatively, assuming that the company depended for its survival on financial facilities provided by the defendants, it was submitted that the financing of the company by the defendants created a special relationship imposing a duty of care. There were special relationships creating a duty in the absence of a contractual or fiduciary relationship, but the relationship must be one between the inquirer and the referee. Therefore, a special relationship between a bank and the subject of its reference did not create a duty of care, and the appeal must be dismissed.

ORMEROD and HARMAN, L.JJ., delivered concurring judgments. Appeal dismissed. Leave to appeal.

APPEARANCES: *S. B. R. Cooke*, Q.C., and *Douglas Lowe* (*Evill & Coleman*); *Maurice Lyell*, Q.C., and *John Shaw Franks, Charlesly & Co.*).

[Reported by NORMAN PRIMOST, Esq., Barrister-at-Law]

CONTRACT: AGREEMENT BETWEEN ENGAGED COUPLE: WHETHER PRESUMPTION OF UNDUE INFLUENCE

Zamet and Others *v.* Hyman and Another

Lord Evershed, M.R., Donovan and Danckwerts, L.JJ.

18th October, 1961

Appeal from Pennycuick, J.

On 4th August, 1955, an elderly widow engaged to an elderly widower executed at the office of her fiancé's solicitor an agreement under seal, by which she relinquished all rights which she might have in her prospective husband's estate under the relevant statutory provisions, in consideration for which she would receive £600 on his death. The solicitor explained to her the effect of the Inheritance (Family Provision) Act, 1938, and the Intestates' Estates Act, 1952, but no mention was made of the value of the prospective husband's estate. The marriage took place three days later. In July, 1958, the husband died intestate, his estate being about £10,000 in value. In an action by the sons of the husband by his first marriage for a declaration that the agreement was valid and binding on the widow, she counterclaimed, alleging that it had been obtained by the undue influence of her late husband and was not binding on her. The trial judge dismissed the claim and held on the counterclaim that the onus on the plaintiffs of rebutting the presumption of undue influence had not been discharged. The plaintiffs appealed.

LORD EVERSHED, M.R., said that there was authority for the view that it had long been part of our law that as between an engaged couple, elderly no less than young, the presumption of undue influence might arise; and in a transaction between engaged couples which on its face appeared more favourable to one than to the other, the court might find a fiduciary relationship such as to cast on the party supporting the transaction the onus of proving that it was completed by the other party only after full, free and informed thought about it. The document executed by the widow, who said that she had trusted her fiancé and was anxious to marry him, was so seriously one-sided that it required strong proof, if it was to stand, that when she executed it she fully understood its significance. The onus here had not been discharged; and the document should be delivered up for cancellation. The appeal should be dismissed.

DONOVAN, L.J., concurring, said that at the present time it should be proved, as distinct from being presumed, that an impugned disposition made between engaged couples had resulted from the abuse of confidence and trust, for it would be unfortunate if every expensive gift by one fiancé to another should carry with it the risk of a subsequent law suit for undue influence. But here, given that the widow had reposed trust in her fiancé, he clearly owed her the duty to explain this impugned transaction to her in proper detail so that she could make a free and rational choice. Had he done so, she would have realised that she was being asked to give up the rights which would accrue to her on marriage for a song. The evidence established that he had used his influence over her to obtain her agreement.

DANCKWERTS, L.J., also concurring, said that he could not believe that any woman would enter into a bargain of this kind if she had appreciated the considerations involved. The widow had received a very superficial explanation of the Acts and she was not told the amount of her husband's estate; there was no doubt that if she had asked him how much he had got she might have jeopardised her chances of being married. The onus had not been discharged by the plaintiffs in this case. Appeal dismissed.

APPEARANCES: *M. Stranders*, Q.C., and *Morris Finer* (*D. J. Freeman & Co.*); *H. Lightman*, Q.C., and *Jeremiah Harman* (*W. R. Bennett & Co.*).

[Reported by Miss M. M. HILL, Barrister-at-Law]

LANDLORD AND TENANT: SEVERAL TENANCIES CREATED BY ONE INSTRUMENT: WHETHER SEPARATE DEMISES

* Southend Corporation *v.* Airport Restaurants, Ltd.

Lord Evershed, M.R., Donovan and Danckwerts, L.JJ.

19th October, 1961

Appeal from Wilberforce, J.

By a document dated 19th September, 1959, the S Corporation granted to a catering company what were described as "licences" to use six pieces of the premises at the municipal airport. By cl. 5 the corporation was given a right of re-entry in the event of breaches of the numerous covenants in the document. By a second document, dated 15th October, 1959, "licences" were granted to the company in respect of a snack bar and a canteen for a consideration of £165 a year for the snack bar and £500 for the canteen. By a further clause the provisions of cl. 5 of the "principal licence" of 19th September were "incorporated" as part of the agreement of 15th October. Later, the corporation served one notice on the company to determine its rights of occupation of all the premises comprehended in the two documents. The company invoked the provisions of s. 25 of the Landlord and Tenant Act, 1954, and on a preliminary point claimed that as there was not one demise of the whole of the premises one notice was not a good compliance with the Act of 1954. The corporation thereupon served three notices, one in respect of the six subject-matters of the September document and two in respect of the snack bar and canteen. The company on a further objection contended that the October document comprehended one demise and not two, and that, accordingly, the serving of two notices was inappropriate. Wilberforce, J., gave judgment for the corporation and the company appealed.

LORD EVERSHED, M.R., said that it was now conceded by the corporation that the purported "licences" were in fact demises and the sums payable were rents. It was startling that a responsible body should have produced documents like this and so created the difficulties that had arisen. On the law as stated as long ago as Bacon's Abridgment (vol. 7, p. 14), it was clear that the October document reserved distinct rents for the snack bar and canteen, so that prima facie this would be a case, not of the demise of the whole at a rent merely divided arithmetically to indicate values, but of distinct reservations of distinct rents for distinct properties. But the express incorporation in the October document of all

the covenants in the September document lent force to the company's contention that, since the corporation—the *proferens* of these documents—had deliberately chosen to incorporate all these provisions, the October document must be treated as a single demise. There was no case in the books close to the present, and the court had to do its best by applying general principles. In spite of grave doubts, his lordship had in the end concluded that the distinction so rigidly drawn as regards what was now admitted to be a rent between the two subject-matters of the October document was too strong to permit the court to hold that there was really only one demise. The appeal should be dismissed.

DONOVAN and DANCKWERTS, L.JJ., agreed. Appeal dismissed.

APPEARANCES: *A. E. Holdsworth* (*Gibson & Weldon*, for *H. Maxwell Lewis*, Southend-on-Sea); *Michael Mann* (*Sharpe, Pritchard & Co.*, for *Archibald Glen*, Town Clerk, Southend-on-Sea).

[Reported by Miss M. M. HILL, Barrister-at-Law]

NEGLIGENCE: WORKMAN CRACKS PIPE WITH SLEDGEHAMMER: WHETHER REASONABLY FORESEEABLE

***Langan *v.* W. & C. French, Ltd.**

Ormerod, Harman and Pearson, L.JJ. 19th October, 1961

Appeal from Paull, J.

The plaintiff, a general labourer, was employed by the defendants, general contractors. On 27th November, 1958, the defendants were engaged in the reconstruction of a boiler house, and it was desired to remove a 9-inch steel pipe from its position near the boiler house. The plaintiff was told to saw the pipe with a hacksaw. The plaintiff, who had spent most of his life in Ireland as an agricultural labourer, had never before used a hacksaw. He was told that, when near the end of his cutting, he could tap the last bit off with a hammer. Unknown to the plaintiff, the pipe contained steam, but there was no danger of steam escaping if the pipe was cut with a hacksaw, because the valve controlling the steam would not be affected. After using the hacksaw for a few minutes, the plaintiff thought that it was too slow and he obtained a 14 lb. sledgehammer, the largest type of sledgehammer normally available, and hit the pipe with it. After about ten violent blows with the sledgehammer he fractured the pipe, but he also damaged the valve, the steam escaped, and he was injured. In an action by the plaintiff against the defendants for negligence the judge held that they were both equally to blame for the accident, and he awarded the plaintiff £1,180, 50 per cent. of the damages. The defendants appealed.

ORMEROD, L.J., said that the duty on employers was to take precautions to guard against dangers that could reasonably be foreseen. The issue was whether the defendants could reasonably have anticipated that the plaintiff would strike ten violent blows at the pipe with a 14 lb. sledgehammer. Even though the plaintiff was a labourer, not accustomed to the use of tools, and was told to tap off the last bit of the pipe with a hammer, no reasonable person could have foreseen that he would adopt the highly unusual method of cutting the pipe by a 14 lb. sledgehammer. Since the only danger came from the use of the sledgehammer, the defendants' appeal would be allowed.

HARMAN and PEARSON, L.JJ., delivered concurring judgments. Appeal allowed. Leave to appeal to the House of Lords refused.

APPEARANCES: *Martin Jukes*, Q.C., and *John Stocker* (*Gardiner & Co.*); *R. Castle-Miller* (*Matthew Trackman, Lifton & Cunnington*).

[Reported by NORMAN PRIMOST, Esq., Barrister-at-Law]

Chancery Division

SURTAX: APPORTIONMENT OF COMPANY'S INCOME ON TIME BASIS

C.H. Co. (Huddersfield), Ltd. *v.* Inland Revenue Commissioners

Spencer *v.* Inland Revenue Commissioners

Garside *v.* Inland Revenue Commissioners

Plowman, J. 26th July, 1961

Case stated by the special commissioners.

On 28th January, 1957, the four shareholders of the taxpayer company sold nine-tenths of their shares to a company to which s. 245 of the Income Tax Act, 1952, did not apply, and one-tenth to another company, and on 31st January, 1957, the taxpayer company ceased to trade. The net profits for the accounting period 1st April, 1956, to 31st January, 1957, amounted to £32,103. At a general meeting on 14th February, 1957, the company resolved to confirm the payment of the preference dividend, and to pay no further dividend on the ordinary shares for the period. On 27th August, 1957, the special commissioners issued a notice under s. 250 (1) of the Act of 1952 in respect of the accounting period requiring information which might lead to a surtax direction. At a meeting of the taxpayer company on 13th December, 1957, it was resolved to pay a dividend on the ordinary shares for the period ended 31st January, 1957, amounting to £59,130 gross or £34,000 net. On 7th July, 1958, the special commissioners made a direction under s. 245 and apportioned the actual income for the period on a time basis. During 303 of the 306 days the ordinary shares had been held by the four shareholders, and during the remaining three days by the two companies and, accordingly, the balance of the income (less the preference dividend) was apportioned as to 303/306ths for the shareholders and 3/306ths for the two companies, sums of £54,282 and £537 respectively. The taxpayer company appealed against the direction and apportionment and it was conceded on behalf of the company that if more than half the income for the accounting period could be apportioned to the four shareholders the taxpayer company was not a subsidiary company and s. 245 applied.

PLOWMAN, J., said that an apportionment on a time basis could be made of the income of any member for the period of his membership even although at the end of the accounting period he was no longer a member. The distribution made by the company in December, 1957, was not made within a reasonable time after 31st January, 1957, for the purpose of s. 245 of the Act of 1952, since the reasonable time determined with the resolution of 14th February, 1957. Alternatively, what was a reasonable time was a question of fact for the special commissioners to determine, and as there was evidence on which they could find, and had in fact found, that the distribution was not made within a reasonable time, the court would not interfere with their findings. Accordingly, the surtax direction and apportionment were correct in principle. Appeal dismissed.

APPEARANCES: *H. H. Monroe*, Q.C., and *M. P. Nolan* (*Malkin, Cullis & Sumption*); *F. Heyworth Talbot*, Q.C., *E. Blanshard Stamp* and *Alan S. Orr* (*Solicitor, Inland Revenue*).

[Reported by Miss M. G. THOMAS, Barrister-at-Law]

Queen's Bench Division

PRACTICE: DEFECTIVE ENDORSEMENT ON WRIT: SUMMONS TO SET ASIDE

Pontin and Another *v.* Wood

Edmund Davies, J. 18th October, 1961

Appeal from the Northampton District Registrar.

A collision was alleged to have taken place between two pedestrians, the plaintiffs, and a motor cyclist, the defendant,

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG 0123/4.

Finchley.—E. C. LLOYD, 336 Regents Park Road, N.3. Tel. Finchley 6246/7.

Finchley and Barnet.—SPARROW & SON, Auctioneers, Surveyors and Valuers, 315 Ballards Lane, N.12. Est. 1874. Tel. HIL 5252/3.

Hammersmith.—MORTON & WATERS, 310 King Street. Valuations, Survey. Estates Managed. Tel. Riverside 1080 and 4567.

Harrow.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, 7 College Road, Harrow. Tel. Harrow 5216. And at Sudbury, Wembley, North Harrow and Moor Park, Northwood.

Harrow.—P. N. DEWE & CO. (P. N. Dewe, F.A.L.P.A., J. Ferrari, F.R.I.C.S., F.A.I., M.R.San.I., J. Cosgrave, A.R.I.C.S., A.M.I.Struct.E.), 42 College Road. Tel. 4288/90 Associated offices at Hillingdon. Established 1925.

Hendon and Colindale.—HOWARD & MANNING (G. E. Manning, F.A.L.P.A., F.V.I.), Auctioneers, Surveyors and Valuers, 218 The Broadway, West Hendon, N.W.9. Tel. Hendon 7686/8, and at Northwood Hills, Middx. Tel. Northwood 2215/6.

Hendon.—DOUGLAS MARTIN & PARTNERS, LTD. —Douglas Martin, F.A.L.P.A., F.V.A.; Bernard Roach, F.A.L.P.A.; Jeffrey Lorenz, F.V.A.; John Sanders, F.V.A.; Alan Pritchard, A.V.A., Auctioneers, Surveyors, etc., Hendon Central Tube Station, N.W.4. Tel. HEN 6333.

Hendon.—M. E. NEAL & SON, 102 Brent Street, N.W.4. Tel. Hendon 6123. Established 1919.

Ilford.—RANDALLS, Chartered Surveyors and Auctioneers (established 1884), 67 Cranbrook Road. Tel. VALentine 6272 (10 lines).

Leyton.—HAROLD E. LEVI & CO., F.A.L.P.A., Auctioneers and Surveyors, 760 Lea Bridge Road, Leyton, E.17. Tel. Leytonstone 4423/4424.

Leyton and Leytonstone.—R. CHEKE & CO., 252 High Road, E.10. Tel. Leytonstone 7733/4.

Leytonstone.—COMPTON GUY, Est. 1899, Auctioneers, Surveyors and Valuers, 55 Harrington Road. Tel. Ley 1123. And at 1 Cambridge Park, Wanstead. Tel. Wan 5148; 13 The Broadway, Woodford Green, Tel. Buc 0464.

Leytonstone.—PETTY, SON & PRESTWICH, F.A.I., Chartered Auctioneers and Estate Agents, 682 High Road, Leytonstone, E.11. Tel. LEY 1194/5, and at Wanstead and South Woodford.

Mill Hill.—COSWAY ESTATE OFFICES, 135/7 The Broadway, N.W.7. Tel. Mill Hill 2422/3422/2204.

Norbury.—DOUGLAS GRAHAM & CO., Estate Agents Property Managers, 1364 London Road, S.W.16. Tel. POL 1313/1690. And at Thornton Heath, Sutton and Piccadilly, W.1.

Putney.—QUINTON & CO., F.A.I., Surveyors, Chartered Auctioneers and Estate Agents, 153 Upper Richmond Road, S.W.15. Tel. Putney 6249/6617.

South Norwood.—R. L. COURCIER, Estate Agent, Surveyor, Valuer, 4 and 6 Station Road, S.E.25. Tel. LIVingstone 3737.

Tottenham.—HILLYER & HILLYER (A. Murphy, F.A.I., F.V.A.), Auctioneers, Surveyors, Valuers and Estate Managers, 270/2 West Green Road, N.15. Tel. BOW 3464 (3 lines).

Walthamstow and Chingford.—EDWARD CULFF & CO., F.A.L.P.A., Auctioneers and Surveyors and Estate Agents, 92 St. Mary Road, Walthamstow, E.17. Tel. COPpermill 3391. Specialists in Property Management.

Wandsworth (Borough of), Battersea and S.W. Area.—MORETON RICHES, Surveyor, Auctioneer and Valuer, House and Estate Agent, 92 East Hill, Wandsworth, S.W.18. Tel. VANdyke 4166/4167.

Wood Green.—WOOD & LOACH, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 723 Lordship Lane, N.22 (adjacent Eastern National Bus Station, close to Wood Green Tube Station). Tel. Bowes Park 1632.

PROVINCIAL

BEDFORDSHIRE

Bedford.—J. R. EVE & SON, 40 Mill Street, Chartered Surveyors, Land Agents, Auctioneers and Valuers. Tel. 67301/2.

Bedford.—ROBINSON & HALL, 13a St. Paul's Square, Chartered Surveyors. Tel. 2201/2/3.

Luton.—RICHARDSON & STILLMAN, Chartered Auctioneers and Estate Agents, 30 Alma Street, Tel. Luton 6492/3.

BERKSHIRE

Abingdon, Wantage and Didcot.—ADKIN, BELCHER & BOWEN, Auctioneers, Valuers and Estate Agents. Tel. Nos. Abingdon 1078/9. Wantage 48. Didcot 3197.

Bracknell.—HUNTON & SON, Est. 1870. Auctioneers and Estate Agents, Valuers. Tel. 23.

County of Berkshire.—TUFNELL & PARTNERS, Auctioneers, Valuers and Surveyors, Sunninghill (Ascot 1666), Windsor (Windsor 1) and Streatley (Goring 45).

Didcot and District.—E. P. MESSENGER & SON, Chartered Auctioneers and Estate Agents, etc., The Broadway. Tel. Didcot 2079.

Faringdon.—HOBBS & CHAMBERS, Chartered Surveyors, Chartered Auctioneers and Estate Agents. Tel. Faringdon 2113.

Maidenhead.—L. DUDLEY CLIFTON & SON, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 32 Queen Street. Tel. 62 and 577 (4 lines).

Maidenhead, Windsor and Sunningdale.—GIDDY & GIDDY, Tel. Nos. Maidenhead 53, Windsor 73, Ascot 73.

Newbury.—DAY, SHERGOLD & HERBERT, F.A.I., Est. 1889. Chartered Auctioneers and Estate Agents, Market Place, Newbury. Tel. Newbury 775.

Newbury.—DREWEATT, WATSON & BARTON. Est. 1759. Chartered Auctioneers, Estate Agents and Valuers, Market Place. Tel. 1.

Newbury.—C. G. FOWLIE, F.R.I.C.S., F.A.I., Chartered Surveyor, 16 Bartholomew Street. Tel. 761 (2 lines).

Newbury and Hungerford.—A. W. NEATE & SONS. Est. 1876. Agricultural Valuers, Auctioneers, House and Estate Agents. Tel. Newbury 304 and 1620. Hungerford 8.

Reading.—HASLAM & SON, Chartered Surveyors and Valuers, Friar Street, Chambers. Tel. 54271/2.

Windsor and Reading.—BUCKLAND & SONS, High Street, Windsor. Tel. 48. And 154 Friar Street, Reading. Tel. 51370. Also at Slough and London, W.C.

BUCKINGHAMSHIRE

Amersham and The Chalfonts.—SWANNELL & SLY, Hill Avenue, Amersham. Tel. 73. Valuers, Auctioneers, etc.

Amersham, Chesham and Great Missenden.—HOWARD, SON & GOOCH, Auctioneers, Surveyors, and Estate Agents, Oakfield Corner, Amersham (Tel. 1430), and at Chesham 8097 and Great Missenden 2194.

Aylesbury.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 4 Temple Street. Tel. 4661/3.

Aylesbury.—W. BROWN & CO., 2 Church Street. Tel. 4706/7. Urban and Agricultural practice.

Aylesbury.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, 2a & 4 Temple Square. Tel. 4633/4.

Beaconsfield.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents. Opposite the Post Office. Tel. 1290/1.

Farnham Common, Nr. Slough.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, The Broadway. Tel. 1062/3.

High Wycombe.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, 30 High Street. Tel. 2576/9.

BUCKINGHAMSHIRE (*continued*)

High Wycombe and South Bucks.—HUNT & NASH, Chartered Surveyors and Auctioneers, 15 Crendon Street. Tel. 884/5 (and at Slough).

High Wycombe and South Bucks.—H. MORCOM JONES & CO., F.A.I., Chartered Auctioneers, 86 Easton Street. Tel. 1404/5.

North Bucks.—WOODHOUSE NEALE, SONS & CO, Estate Agents and Valuers, Estate Offices, Bletchley. Tel. 2201/2.

Princes Risborough.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, High Street. Tel. 744/5.

Slough.—EDWARD & CHARLES BOWYER, Chartered Surveyors, 15 Curzon Street. Tel. Slough 20321/2.

Slough.—BUCKLAND & SONS, 26 Mackenzie St. Tel. 21307. Also at Windsor, Reading and London, W.C.1.

Slough.—HOUSEMANS, Estate and Property Managers, Surveyors, Valuers, House, Land and Estate Agents. Mortgage and Insurance Brokers, 46 Windsor Road. Tel. 25496. Also at Ashford, Middlesex.

Slough.—HUNT & NASH, Chartered Surveyors. 7 Mackenzie Street, Slough. Tel. 23295 (3 lines), also at High Wycombe.

Slough and Gerrards Cross.—GIDDY & GIDDY. Tel. Nos. Slough 23379, Gerrards Cross 3987.

CAMBRIDGESHIRE

Cambridge.—HOCKEY & SON (Est. 1885). Auctioneers and Surveyors, 8 Benett Street. Tel. 59455/6.

Cambridge and County.—WESTLEY & HUFF, Auctioneers, Surveyors and Valuers, 10 Hills Road, Cambridge. Tel. 55665/6.

CHESHIRE

Altrincham.—STUART MURRAY & CO., Auctioneers, etc., 8 The Downs. Tel. 2302/3. And at Manchester.

Birkenhead.—SMITH & SONS (Est. 1840), Auctioneers, Valuers. BIRKENHEAD (Tel. 1590); and at Liverpool.

Birkenhead and Wirral.—JAMES HARLAND & CO., Chartered Auctioneers, Chartered Surveyors and Estate Agents, Valuers, 46 Church Road, Birkenhead. Tel. 1597 (3 lines).

Chester.—BERESFORD, ADAMS & SON. (Est. 1899.) Auctioneers, Valuers and Surveyors, 22 Newgate Street. Tel. No. 23401.

Chester.—BROWNS OF CHESTER, LTD., Auctioneers, Valuers and Estate Agents, 103 Foregate Street. Tel. Chester 21495/6.

Chester.—HARPER, WEBB & CO. (Incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. Chester 20685.

Chester.—SWETENHAM, WHITEHOUSE & CO., Auctioneers, Estate Agents, Surveyors, Valuers, 5 St. Werburgh Street. Tel. 20422.

Congleton.—LOUIS TAYLOR & SONS, F.A.I., Chartered Auctioneers and Estate Agents, 21 High Street. Tel. 91.

Congleton.—W. J. WHITTAKER & CO., Incorporated Auctioneers, Valuers and Estate Agents, Congleton, Cheshire. Tel. 241.

Crewe.—HENRY MANLEY & SONS, LTD., Auctioneers & Valuers, Crewe (Tel. 4301) & Branches.

Macclesfield.—BROCKLEHURST & CO., Auctioneers, Valuers, Estate Agents, King Edward Street. Tel. 2183.

Nantwich, Northwich, Winsford & Tarporley.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 1 Hospital Street, Nantwich. Tel. 65410.

Northwich.—HARSH & SON, Auctioneers, Valuers, Estate Agents, 4 Bull Ring. Tel. 2216.

Stockport.—HOPWOOD & SON (Est. 1835), Chartered Auctioneers, Valuers, Estate Agents, 69 Wellington Road South. Tel. STO 2123.

CORNWALL

County of Cornwall.—JOHN JULIAN & CO., LTD. Established 1836. Auctioneers, Valuers, Estate Agents. Offices at Newquay, Truro, Falmouth and Wadebridge.

CORNWALL (*continued*)

County of Cornwall.—RUSSELL & HAMLEY, F.A.I. (C. J. HAMLEY, F.A.I., A. W. Russell, F.A.I.), 31 Town End, Bodmin. Tel. 346.

Falmouth.—R. E. PRIOR, F.R.I.C.S., F.A.I., Chartered Surveyor and Auctioneer, 3 Market Street, Falmouth. Tel. 1224.

Mid-Cornwall.—S. A. WILSON, F.V.I., St. Austell. Tel. 743 (day and night). Valuer, Business and House Agent.

Penzance, St. Ives, West Cornwall and Isles of Scilly.—W. H. LANE & SON, F.A.L.P.A. The Estate Offices, Morrab Road, Penzance. Tel. Penzance 2286/7.

Redruth.—A. PEARSE JENKIN & PARTNERS. Est. 1760. Auctioneers, Surveyors and Valuers, Alma Place.

St. Austell and Looe.—LAMPSHIRE & NANCOLLAS, Chartered Auctioneers and Estate Agents. St. Austell 3254/5. Looe 309.

St. Austell, Lostwithiel and Liskeard.—ROWSE, JEFFERY & WATKINS, Auctioneers, Valuers, Surveyors and Estate Agents. St. Austell 3483/4. Lostwithiel 451 and 245. Liskeard 2400.

Truro, Mid and West Cornwall.—R. G. MILLER & CO., Auctioneers, Valuers and Estate Agents. Established 1934. R. G. Miller, F.V.I., A. I. Miller, A.A.I., 6 King Street. (Phone Truro 2503.)

DERBYSHIRE

Derby.—ALLEN & FARQUHAR, Chartered Auctioneers and Estate Agents, Derwent House, 39 Full Street. Tel. Derby 45645 (3 lines).

DEVONSHIRE

Axminster.—25-mile radius.—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 2323/4.

Axminster, East Devon, South Somerset and West Dorset Districts.—R. & C. SNELL, Chartered Auctioneers, Estate Agents, Valuers and Surveyors, Axminster (Devon), Chard (Somerset) and Bridport (Dorset).

Barnstaple and N. Devon.—BRIGHTON GAY, F.A.L.P.A. Surveyors, Valuers, Auctioneers, Joy Street, Barnstaple. Tel. 4131.

Barnstaple and N. Devon.—J. GORDON VICK, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer. Tel. 4388.

Bideford and North Devon.—R. BLACKMORE & SONS, Chartered Auctioneers and Valuers. Tel. 1133/1134.

Bideford and North Devon.—A. C. HOOPER & CO., Estate Agents and Valuers. Tel. 708.

Brixham and Torbay.—FRED PARKES, F.A.L.P.A., Estate Agent, Auctioneer and Valuer, 15 Bolton Street. Tel. 2036.

Devon and Exeter.—GUY MICHELMORE & CO. Norwich Union House, Exeter. Tel. 76464/5.

Devon, Exeter and S.W. Counties.—RICKEARD, GREEN & MICHELMORE, Estate Agents, Auctioneers, Surveyors and Valuers, 82 Queen Street, Exeter. Tel. 74072 (2 lines).

Exeter.—RIPPON, BOSWELL & CO., Incorporated Auctioneers and Estate Agents, Valuers and Surveyors. Est. 1884. Tel. 59378 (3 lines).

Ilfracombe.—W. C. HUTCHINGS & CO., Incorporated Auctioneers, Valuers and Estate Agents. Est. 1887. Tel. 138.

Okehampton, Mid Devon.—J. GORDON VICK, Chartered Surveyor, Chartered Auctioneer. Tel. 22.

Paignton, Torbay and South Devon.—TUCKERS Auctioneers and Surveyors, Paignton. Tel. 59024.

Plymouth.—D. WARD & SON, Chartered Surveyors, Land Agents, Auctioneers and Valuers. (Est. 1872.) 11 The Crescent, Plymouth. Tel. 66251/4.

Sidmouth.—POTBURY & SONS, LTD., Auctioneers, Estate Agents and Valuers. Tel. 14.

(*Continued on p. xviii*)

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

DEVONSHIRE *(continued)*

Teignmouth, Shaldon, etc.—ROBT. FROST & SON (Robt. Frost, F.A.I., Chartered Auctioneer and Estate Agent), Est. 1857. 5 Regent Street, Teignmouth. Tel. 671/2.

Torquay and South Devon.—WAYCOTTS, Chartered Auctioneers and Estate Agents, 5 Fleet Street, Torquay. Tel. 4333/5.

DORSETSHIRE

Poole, Parkstone, Broadstone.—RUMSEY & RUMSEY, Head Office, 111 Old Christchurch Road. Tel. Bournemouth 21212. 14 Branch Offices in Hants and Dorset and Channel Islands.

West Dorset.—ALLEN, TAYLOR & WHITFIELD, 25 East Street, Bridport. Tel. 2929.

DURHAM

Darlington.—JAMES PRATT & SONS, F.V.I., Auctioneers, Valuers and Estate Agents, 40a High Row. Tel. 68789 (2 lines).

Darlington.—SANDERSON, TOWNEND & GILBERT, Chartered Surveyors, 92 Bondgate.

EAST ANGLIA

Norfolk-Suffolk.—THOS. WM. GAZE & SON, Crown Street, Diss. (290/291). Est. a Century. Chartered Auctioneers, Agricultural, Property and Chattel Valuers.

ESSEX

Benfleet, Hadleigh and South-East Essex.—JOHN S. LLOYD & CO., Chartered Auctioneers and Estate Agents. Head Office: Estate House, Hadleigh, Essex. Tel. 58523 and 59174.

Brentwood and Mid-Essex.—HOWARD'S & CO. (BRENTWOOD), LTD., Surveyors, Valuers and Estate Agents, 143 High Street, Brentwood. Tel. Brentwood 4338.

Chelmsford, Billericay, Braintree and Maldon.—TAYLOR & CO., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 17 Duke Street. Tel. 55561 (5 lines), Billericay Tel. 112/585, Braintree Tel. 1564/2, Maldon Tel. 88/888.

Chelmsford and Wickford.—R. COOPER HIRST, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agent, 12 Duke Street, Chelmsford (Tel. 4534) and Market Road, Wickford (Tel. 3058).

Chelmsford and Witham.—BALCH & BALCH, Chartered Surveyors, Auctioneers and Valuers, 3 Tindal Square, Chelmsford. Tel. 51551; and Witham Tel. 3381.

Clacton-on-Sea.—DONALD COTTAGE, EAVES & CO., (Chas. W. Eaves, F.A.I., F.A.L.P.A.), 67/69 Station Road, Clacton-on-Sea. Tel. 857/8. And at Holland-on-Sea. Tel. 3270.

Colchester and District.—C. M. STANFORD & SON (Partners and Senior Personnel fully qualified members of Professional Institutes), 23 High Street, Colchester. Tel. 3165 (4 lines).

Halstead and N.E. Essex.—H. G. HUGHES & CO. (G. R. Copsey, A.V.I.), Auctioneers, Estate Agents and Valuers, 29 Chapel Street. Tel. 2519.

Hornchurch.—HAYWARD & CO., Surveyors, Valuers and Estate Agents, 163 High Street. Tel. 46635/6.

Ilford.—S. A. HULL & CO., F.A.I. (Incorporating ASHMOLES, est. 1864), Chartered Auctioneers and Estate Agents, 16 Clements Road. Tel. ILFord 4366/7, and at 404 Cranbrook Road, Gantshill. Tel. Valentine 9525.

Leigh-on-Sea.—GORDON LANE & BUTLER, Auctioneers and Surveyors, 125 Rectory Grove. Tel. 78340.

Leigh-on-Sea.—HAIR (FREDK. G.) & SON, Auctioneers and Surveyors, 1528 London Road. Tel. 78666/7.

Leigh-on-Sea, Rayleigh and Country Districts.—HAROLD W. PINCHBECK, Chartered Surveyor and Valuer (Pinchbeck, Chapman & Co.), 80 Rectory Grove, Leigh-on-Sea (75002) and High Street, Rayleigh. Tel. 24.

Maldon.—TAYLOR & CO., Chartered Auctioneers and Estate Agents. 9 London Road. Tel. 88/888.

Romford and District.—R. CHEKE & CO., 4 North Street, Hornchurch, Essex. Hornchurch 43423/4 and branches.

Romford, Upminster and District.—HILBERY CHAPLIN & CO., Chartered Auctioneers, Estate Agents and Surveyors, 135 South Street, Romford (Tel. Romford 45004) and 42 Station Road, Upminster (Tel. Upminster 2866).

Southend-on-Sea and S.E. Essex.—TAYLOR, SON & DAVIS, Auctioneers and Surveyors, 37 Victoria Avenue, Tel. Southend 41201 (3 lines). And at Westcliff-on-Sea and Leigh-on-Sea.

Southend, Westcliff and Country Districts.—H. V. & G. SORRELL, Chartered Surveyors, Auctioneers and Estate Agents, 40 Clarence Street, Southend. Tel. Southend 42225. And at High Street, Rayleigh.

Southend, Westcliff and South East Essex.—TALBOT & WHITE, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, Established 1885. 34 Clarence Street, Southend-on-Sea. Tel. Southend 48137/8, and 29 and 31 Hamlet Court Road, Westcliff-on-Sea. Tel. Southend 47821/2.

Woodford.—MARK LIELL & SON, Chartered Surveyors, 9 High Road, Woodford Green. Tel. Buckhurst 0181, and East Ham.

GLOUCESTERSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Bristol.—C. J. HOLE & SONS (Est. 1867), 70 Park Row, Bristol, 1. Auctioneers, etc. Tel. 24324 (4 lines).

Bristol.—LALONDE, BROS. & PARHAM (Est. 1848), 64 Queens Road. Tel. 27731 (8 lines). And at Weston-super-Mare.

Bristol.—JOHN E. PRITCHARD & CO. (Est. 1785), Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 82 Queen Road, Bristol, 8. Tel. 24334 (3 lines).

Bristol, Somerset and Gloucester.—ALDER, STANLEY & PRICE (Established 1911), Valuation Consultants, 7 St. Stephen's Street, Bristol, 1. Tel. 20301. A. Oliver Perkins, F.R.I.C.S., F.A.I., P.P.I.S.A.L.P.A., R. B. Kislingbury, F.R.I.C.S., F.A.I., A. E. Sutor, F.A.L.P.A., W. H. Mapley, A.R.I.C.S., A.R.V.A., F.A.L.P.A., Auction and Estate Offices, 94E Whiteladies Road, Clifton and Redfield.

Bristol and the West of England.—J. P. STURGE & SONS (Established 1760), Surveyors, Land Agents and Auctioneers, 24 Berkeley Square, Bristol, 8. Telephone: 26691 (5 lines).

Cheltenham.—G. H. BAYLEY & SONS, Chartered Auctioneers and Estate Agents, Valuers, 27 Promenade. Tel. 2102. Established in Cheltenham over a century.

Cheltenham.—VIRGIN & RICHARDS, LTD., F.V.I., Incorporated Valuers and Estate Agents, 3 Clarence Parade. Tel. 56351.

Cheltenham.—YOUNG & GILLING (J. T. Walford, A.R.I.C.S., A. W. Allard, F.A.L.P.A.), Auctioneers, Surveyors and Valuers. Established over a century. 3 Crescent Terrace, Cheltenham. Tels. 2129 and 2433.

Cirencester.—HOBBS & CHAMBERS, Chartered Surveyors, Chartered Auctioneers and Estate Agents. Tel. Cirencester 62/63.

Gloucester.—SANDOE & SONS, Chartered Auctioneers and Estate Agents, Valuers, 4/5 Market Parade.

HAMPSHIRE

Aldershot, Farnborough, Fleet, Hartley Wintney, Alresford and Winchester.—ALFRED PEARSON & SON (established 1900), Surveyors, Valuers, Auctioneers and Estate Agents.
136 Victoria Road, Aldershot (Tel. Aldershot 17);
Clock House, Farnborough (Tel. Farnbor. 1—2 lines);
Fleet Road, Fleet (Tel. Fleet 1066—3 lines);
High St., Hartley Wintney (Tel. Hartley Wintney 233);
25 West Street, Alresford (Tel. Alresford 274);
Walcote Chambers, High Street, Winchester (Tel. Winchester 3388—2 lines).

Aldershot and Surrey and Hants Borders.—KINGHAM & KINGHAM, Auctioneers, Estate Agents, Surveyors and Valuers, Bank House, Grosvenor Road, Aldershot. Tel. 23353.

Alresford.—CUBITT & WEST. Tel. 335. Valuers, Surveyors, Estate Agents.

Alton.—EGGAR & CO., incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, Ackender House. Tel. 2401/2. And at Farnham, Surrey, and Basingstoke.

Andover.—F. ELLEN & SON, Land Agents, Auctioneers, Valuers and Surveyors. London Street. Tel. 3444 (2 lines). Established 1845.

Basingstoke.—BATESON & NICHOLAS, Auctioneers, Estate Agents, Surveyors and Valuers, 2 Queens Parade (next G.P.O.), New Street. Tel. 566.

Basingstoke.—EGGAR & CO., incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, 36 Winchester Street. Tel. 2255/6. And at Farnham, Surrey and Alton.

Basingstoke.—SIMMONS & SONS, Surveyors, Valuers, Estate Agents and Auctioneers. Tel. 199.

Bournemouth.—FOX & SONS, Surveyors, Valuers and Auctioneers, 44/52 Old Christchurch Road. Tel. Bournemouth 6300 (10 lines). Branch Offices in all Bournemouth districts and at Parkstone, Ringwood, New Milton, Southampton, Brighton and Worthing.

Bournemouth.—RUMSEY & RUMSEY. Head Office, 111 Old Christchurch Road. Tel. Bournemouth 21212. 14 Branch Offices in Hants and Dorset and the Channel Islands.

Fleet.—H. J. POULTER & SON, Estate Agents, Surveyors and Valuers. Central Estate Offices. Tel. 86.

Gosport.—LAWSON & CO., F.V.I., Estate Agents, Valuers, etc. 9 Brockhurst Road. Tel. 83303 (2 lines).

Gosport.—L. S. VAIL, F.R.I.C.S., Chartered Surveyor. 79 High Street. Tel. 8732.

Havant, Cosham, Portsmouth, Hayling Island.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, 5 West Street, Havant (Tel. 1244/5.) 82 High Street, Cosham. (Tel. 76427/8.) Elm Grove, Hayling Island (Tel. 77131 and 77148.)

Lymington and Milford-on-Sea.—JACKMAN AND MASTERS (Est. 1886). Auctioneers, Valuers, etc. Tel. Lymington 3292/3.

Lymington and New Forest.—HEWITT & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. High Street. Tel. Lymington 2393/4.

New Milton and Barton-on-Sea.—HEWITT & CO., F.A.I., New Milton. Tel. 43.

HAMPSHIRE *(continued)*

Petersfield.—CUBITT & WEST. Tel. 213. Valuers, Surveyors, Estate Agents.

Portsmouth.—P. G. LUDLOW, Angerstein Road, North End. Tel. 61441/2.

Southampton.—PRING & CO., F.A.I., 40 The Avenue. Tel. 22171/2.

Southampton and New Forest.—DRIVERS, JONAS & CO. (Est. 1725), incorporating Waller & King, Chartered Surveyors, Land Agents, Auctioneers and Estate Agents, 17 Cumberland Place, Southampton. Tel. Southampton 24545.

Winchester.—SAVAGE & WELLER, Surveyors, Auctioneers, Valuers and Estate Agents, 25 St. Thomas Street, Winchester. Tel. Winchester 2531.

HEREFORDSHIRE

Hereford.—GREENLANDS, LTD., Auctioneers, Estate Agents, Valuers. Church Street. Tel. 2366 (4 lines).

HERTFORDSHIRE

All W. Herts, S. Bucks.—(Messrs.) J. GIBSON CRACKNELL, Surveyors and Valuers, Est. 1897. 59 Whippendell Road, Watford. Tel. 29205.

Berkhamsted and Hemel Hempstead.—R. J. AITCHISON, F.A.I., M.R.San.I.

Cheshunt, Cuffley, Waltham Cross and District.—ROBERT TIDEY & SON, Waltham Cross. Tel. 22964.

Hertford.—NORRIS & DUVALL, F.R.I.C.S., F.A.I., 106 Fore Street. Tel. 2249.

Hitchin.—J. R. EVE & SON, 5 Bancroft. Surveyors, Land Agents, Auctioneers and Valuers. Tel. 2168.

N. Herts and S. Beds.—W. & H. PEACOCK, Chartered Surveyors. 8 High Street, Baldock, Herts. Tel. 2185.

Rickmansworth, Chorleywood.—SWANNELL & SLY, 53 High Street, Rickmansworth. Tel. 3141. Valuers, Auctioneers, etc.

Tring, Hemel Hempstead and Berkhamsted.—W. BROWN & CO., Urban and Agricultural practice. Head Office: 41 High Street, Tring. Tel. 2235/6.

ISLE OF WIGHT

Bembridge, Cowes, Freshwater, Newport, Ryde, Sandown, Shanklin, Seaview, Ventnor and Yarmouth.—SIR FRANCIS PITTIS & SON, Chartered Surveyors and Chartered Auctioneers.

Cowes, Newport and all Districts.—A. E. & S. C. WADHAM, F.A.L.P.A. (Est. 1860), Cowes. Tel. 1141 (2 lines).

Newport, Ryde, Freshwater, Sandown, Bembridge.—WAY, RIDDETT & CO.

KENT

Ashford.—GEERING & COLYER, Auctioneers, Surveyors and Estate Agents, Bank Chambers, Ashford, and at Hawkhurst and Tunbridge Wells, Kent; Rye, Wadhurst and Heathfield, Sussex.

Beckenham.—CHRISTOPHER B. CURTIS, M.B.E., Surveyor and Valuer, 257a Croydon Road. Tel. BECkenham 1000.

Beckenham.—JOLLYE & WOOD, 4 The Broadway, Croydon Road. Tel. Beckenham 1430.

Bexleyheath.—ARTHUR KENT & CO., LTD., Surveyors, Valuers and Estate Agents. 124/6 Broadway. Tel. 1244/5.

Bromley.—WATERER & DICKINS, Chartered Surveyors, Chartered Auctioneers & Estate Agents, Valuers, 133 High Street, Bromley, Kent. Telephone RAVensbourne 0147/8.

Canterbury.—FARQUHARSON & MILLARD, F.R.I.C.S., F.A.I., 80 Castle Street, Canterbury. Tel. 4861/2.

East Kent.—WORSFOLD & HAYWARD, offices at 3 Market Square, Dover; 11 Queen Street, Deal; 4 St. Margaret's Street, Canterbury; and 12 Preston Street, Faversham. Established 1835.

Folkestone.—GEO. MILNE & CO., Auctioneers and Valuers, 107 Sandgate Road. Tel. 3619.

Folkestone.—TEMPLE, BARTON, LTD., F.A.L.P.A., 69 Sandgate Road. Tel. 2258/9.

Folkestone and District.—BANKS & SON (P. R. Bean, F.R.I.C.S., F.A.I.), Chartered Surveyors, Chartered Auctioneers, etc., 6 Bouverie Square, Folkestone. Tel. 4509/3559.

Folkestone and District.—SMITH-WOOLLEY & CO., Chartered Surveyors, Chartered Land Agents, Valuers, Estate Agents, Manor Office. Tel. 51201/2.

Gravesend and Dartford.—PORTER, PUTT AND FLETCHER, F.A.I., Incorporating DANN & LUCAS. Tel. Gravesend 388 and Dartford 3326.

Gravesend and District.—WINNETT, Auctioneers, Estate Agents and Valuers, 155 Milton Road. Tel. Grav. 2229.

Herne Bay.—E. IGGULDEN & SONS (B. Smith, A.R.I.C.S., A.A.I., L. Pilcher), Surveyors, Valuers and Auctioneers, 128 High Street. Tel. 619/620.

Hythe, Saltwood, Romney Marsh and District.—F. W. BUTLER, 86 High Street, Hythe. Tel. 66608.

Maidstone and District.—COUCHMAN & SON, Chartered Surveyors, Chartered Auctioneers and Estate Agents, 42 King Street. Tels. 2558 and 2591.

Maidstone and Mid-Kent.—EVENS & MATTA, A.A.I., M.R.S.H., 70 King Street, Maidstone. Tel. 51283.

Orpington, Petts Wood and West Kent.—MULLOCK (A. F.) & GOWER (A. F. Mullock, J.P., F.A.L.P.A., C. H. Gower, F.A.I.), 161 High Street, Tel. Orp. 25681/2. And Station Square, Petts Wood. Tel. Orp. 23444.

(Continued on p. xix)

on 18th March, 1958. Nine days afterwards the defendant was informed by a solicitors' letter that a claim for damages would be preferred on the grounds of his negligent driving. Nearly three years later, on 13th March, 1961, a writ was issued. The writ was endorsed only with the words " The plaintiffs' claim is for damages for personal injuries." On 28th March, 1961, the writ was served personally on the defendant. No appearance was entered but on 4th August the defendant took out a summons for an order that the writ be set aside on the ground that the endorsement disclosed no cause of action. On 16th August the district registrar dismissed the summons. No statement of claim had been filed by the date of that hearing, but on the next day one was filed and on 27th August a conditional appearance was entered. The defendant appealed against the order of the registrar. The appeal was heard in chambers and adjourned into open court for judgment.

EDMUND DAVIES, J., said that it was conceded that the endorsement was defective. While a slavish following of the forms prescribed by R.S.C., Ord. 3, r. 3, and App. A, Pt. III, might not be called for, the defendant was entitled to be informed by the endorsement of the " nature of the claim " (see Ord. 2, r. 1). That this writ did not do, and his conclusion was that as it stood it was a nullity and not merely defective. Even so, he would have allowed an amendment were it open to him to do so and that despite the view expressed by Devlin, J., in *Hill* v. *Luton Corporation* [1951] 2 K.B. 387, at p. 390. With respect, he saw no reason why even an utterly worthless endorsement could not be put into proper shape by an amendment authorised by the court, thus rendering unnecessary the issuing of a fresh writ and even re-service of the amended one. Were he free to read together the writ and the statement of claim, as was done in *Hill's* case, he would have done so. But the question fell to be determined on the facts as they existed at the date of the hearing by the district registrar and at that date the writ was a nullity; even assuming that the endorsement was merely defective, its defects had not been cured at the hearing of the summons and could not now be cured by a statement of claim filed at the time and in the circumstances in which this statement of claim had first made its appearance. His lordship would willingly have granted leave to amend the endorsement but was constrained to hold that he had no such power ; it was now well over three years since the accident occurred and it was long established that an amendment could not be permitted to add a new cause of action which, if set up in an action begun at the date of the amendment, would have been statute-barred. Appeal allowed.

APPEARANCES : *Patrick Bennett* (*Oswald Hickson, Collier and Co.*, for *Ray & Vials*, Northampton) ; *J. A. D. Owen* (*Parker, Thomas & Co.*, for *Max Engel & Co.*, Northampton).

[Reported by Miss J. F. LAMB, Barrister-at-Law]

Probate, Divorce and Admiralty Division

HUSBAND AND WIFE : FOREIGN MARRIAGE : WIFE UNDER SIXTEEN : VALIDITY

*** Vida *v.* Vida**

Marshall, J. 16th October, 1961

Suit for divorce.

A wife petitioned for divorce on the ground of desertion. The husband did not defend the suit. The marriage was celebrated at the registrar's office at Gross-Russbach, in Austria, on 23rd January, 1957, the husband being then twenty-four years of age, and the wife fifteen. At the time of the marriage, both parties were Hungarian nationals. Evidence was given that in Austrian law there was no rule restricting the age of marriage of foreign nationals : the wife, being a Hungarian, would be regarded as subject to the law of Hungary in relation to the age at which she might lawfully marry. The evidence of the law of Hungary on that point was that anyone over the age of twelve could marry, but if they had not attained the age of eighteen certain consents were required. If those consents were not obtained, the marriage was voidable until the expiration of six months after the person attained the age of eighteen, after which it became unchallengeably valid.

MARSHALL, J., said that the wife was born in Hungary and lived there until the uprising in 1956, when she escaped to Austria. There she met the husband, who had also been born in Hungary. In 1957, when the marriage took place, the obtaining of the consents required by Hungarian law in the case of a person under eighteen was, in the conditions then prevailing, impossible. That meant that this marriage would have been open to challenge until the expiry of six months after the wife attained her eighteenth birthday. There was no evidence of any such challenge. The marriage was therefore valid, and capable of being dissolved by the court. Since, on the evidence, the charge of desertion had been proved, the wife would be granted a decree nisi.

APPEARANCES : *Edward Griew* (*Official Solicitor*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

THE WEEKLY LAW REPORTS

CASES INCLUDED IN TODAY'S ISSUE OF THE W.L.R.

	Vol.	*Page*
Clayton *v.* Woodman & Son (Builders), Ltd. (p. 889, *ante*)	3	987
Crabb *v.* Blue Star Line, Ltd. (p. 300, *ante*) ..	1	1322
R. *v.* R. and I.	1	1334

EUROTARIFF

A new service has been announced under the name " Eurotariff." The service enables industrialists and trade associations to keep pace with day-to-day developments in the European Economic Community (Euromarket) and provides a tabulation of all duties in force. Further information may be obtained from Mr. M. J. Buckmaster, 64/66 Bury Walk, London, S.W.3.

LOANS TO LOCAL AUTHORITIES

Ministry of Housing and Local Government circular No. 48/61 states that the following rates of interest apply to loans advanced to local authorities as defined in s. 10 of the Local Authorities Loans Act, 1945, from the local loans fund, as from 14th October last : 7¼ per cent. on loans up to fifteen years, and 7 per cent. on loans for more than fifteen years.

THE SOLICITORS ACT, 1957

On 14th September, 1961, the practising certificate of ARTHUR WILLIAM HENRY CHARLES LLOYD LEWIS, otherwise known as CHARLES LEWIS, of 2 Coleherne Court, London, S.W.5, and 29 Graham Terrace, London, S.W.1, was suspended by virtue of the fact that he was adjudicated bankrupt on 14th September, 1961.

COMMONWEALTH LEGAL LINKS

The Law Advisory Committee of the British Council, in order to strengthen Commonwealth legal links, is to appoint Corresponding Members from Commonwealth countries who will be able to express views on matters discussed by the committee, or themselves raise matters for consideration. The first such member is Sir Kenneth Bailey, Solicitor-General to the Commonwealth of Australia.

POINTS IN PRACTICE

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. They should be brief, typewritten in duplicate, and accompanied by the name and address of the sender on a separate sheet, together with a stamped addressed envelope. Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all

Estate Duty—Gift of Cheque—Cheque Not Presented Before Death

Q. The day before his death *A* gave *B* a cheque for £500 as a gift, which was not presented for payment before his death. The Estate Duty Office maintains: (*a*) That the £500 is not deductible as a debt because there was no consideration for the payment. (*b*) That the estate of *A* is accountable for the duty on the £500 because the cheque was not presented before the death. Is the Estate Duty Office correct in both assertions? Could not the donee sue the estate, if he was so minded, on the cheque without proving any consideration? In fact the gift was made by a retired solicitor, who still had authority to draw cheques on client account in which as a client he had a substantial balance, on the firm's office account, and this cheque was in fact so drawn so that there was nothing to stop the donee presenting the cheque for payment after the death and receiving payment unless the firm stopped the cheque, which they did not. Would this make any difference?

A. A cheque is nothing more than a revocable mandate and the drawing and handing over of a cheque do not constitute a completed gift until the cheque is paid. See *Re Swinburne; Sutton* v. *Featherley* [1926] Ch. 38. Therefore, we do not think that there is anything to prevent the whole balance of the deceased's account passing on his death within the Finance Act, 1894, s. 1. The deceased was competent to dispose of it because if, at any moment up to his death (the cheque not then having been presented), he had chosen to stop payment or procure the stopping of payment the whole of the balance would have been his and the donee could have had no right of action. Therefore his personal representatives are accountable.

NOTES AND NEWS

FLOATING CHARGES IN SCOTLAND: REGISTRATION

The Board of Trade, in pursuance of the powers conferred upon them by the Companies Act, 1948, as amended by the Companies (Floating Charges) (Scotland) Act, 1961, have made the Companies (Fees) (Scotland) Regulations, 1961 (S.I. 1961 No. 1974), prescribing the fees payable in respect of the registration with the Registrar of Companies, Edinburgh, of charges registrable in Scotland on the coming into force of the latter Act on 27th October, 1961. The fees are identical with those payable in respect of the registration of charges registrable in England, namely, 10s. if the charge does not exceed £200, and £1 if the charge exceeds that amount, with a fee of 1s. for inspection by the public of the register of charges.

The Board of Trade have also made the Companies (Forms) (Amendment No. 2) Order, 1961 (S.I. 1961 No. 1966), prescribing the forms to be used for the registration of charges in Scotland. Copies of the forms prescribed may be purchased from the Registrar of Companies, Exchequer Chambers, 102 George Street, Edinburgh, 2.

Honours and Appointments

Mr. Nigel Ryland, solicitor and legal adviser to the Liverpool Regional Hospital Board, has been appointed to a similar post with the South-West Metropolitan and Wessex Regional Hospital Boards, in succession to Mr. J. S. Tapsfield, recently appointed registrar of the Council for Professions Supplementary to Medicine.

Mr. Ronald Robert Antony Walker, of Lincoln's Inn, has been appointed to be one of the Conveyancing Counsel of the Supreme Court, filling the vacancy caused by the death of Mr. Berrisford Stanley Tatham.

Personal Notes

Mr. Derek Braithwaite Charlick, solicitor, of Stratford-on-Avon, has resigned as town clerk because the council's finance committee has rejected his contention that his department is understaffed. He will leave the post on 31st December.

Mr. John Gallie, solicitor, of Oxford, was married on 7th October to Miss Wendy Marilyn Showan, of Newcastle-under-Lyme.

The Right Hon. Frederick James Lord Tucker has been granted an annuity of £4,500, for life, from 6th October, 1961.

Mr. Bernard John Phillips Williams, solicitor, of Aberdovey, was married to Miss Margaret Gwenda Morris at Bala, Merionethshire, on 7th October.

Obituary

Mr. Peter Garton, retired solicitor, of London, W.1, died on 15th October, aged 78. He was admitted in 1908.

Mr. George Foster Rogers, O.B.E., solicitor, former deputy clerk of Surrey County Council, died on 13th October, aged 73.

Mr. Alfred Tindal Saul, solicitor, of Carlisle, died on 30th September, aged 82. He was admitted in 1911.

Mr. Louis Crispin Warmington, retired solicitor, of Esher, died on 16th October, aged 76. He was admitted in 1910.

Wills and Bequests

Mrs. Muriel Lefroy, solicitor, of Bournemouth, left £65,787 net.

Mr. Luke Matley, solicitor, of Blackpool, left £25,007 net.

PRINCIPAL ARTICLES APPEARING IN VOL. 105

6th to 27th October, 1961

Lists of articles published earlier this year appear in the Index to Pt. I of Vol. 105 (to 30th June) and at p. 830, *ante* (7th July to 29th September)

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertisement Offices: Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. Telephone: CHAncery 6855.

Annual Subscription: Inland £4 10s., Overseas £5 (postage 13s. 4d. extra) (payable yearly, half-yearly or quarterly in advance).

Classified Advertisements must be received by first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

KENT (*continued*)

Ramsgate.—LESLIE HOGBIN, F.R.I.C.S., Chartered Surveyor, Auctioneer, Valuer and Estate Agent, 50 Queen Street. Tel. Thanet 53222/3.

Ramsgate and District.—HOLNESS & OVENDEN, F.A.I., Chartered Auctioneers and Estate Agents, Valuers and Surveyors. Estate House, 73 High Street Ramsgate. Tel. Thanet 52206/7. Established 1838.

Sandwich and East Kent.—G. C. SOLLEY & CO. Offices: 50 King Street, Sandwich. Tel. 3227.

Sevenoaks.—KEMP & THOMAS, F.A.L.P.A., Estate Agents and Valuers. 11a London Road (Tel. 2916).

Tenterden and the Weald of Kent.—HATCH AND WATERMAN, F.A.I. (Est. 1830), Chartered Auctioneers and Estate Agents. Tenterden. Tel. 33.

Tonbridge and District.—NEVE & SON, F.A.I., 146 High Street, Tonbridge. Tel. 3223.

Tunbridge Wells.—DILNOTT STOKES, Chartered Surveyors and Auctioneers, 17 Mount Pleasant. Tel. 3000/1.

Welling.—WM. PORTER & CO., LTD., 28 Falconwood Parade, The Green. Tel. Bexleyheath 2977.

LANCASHIRE

Blackpool and District.—AIREYS', Chartered Auctioneers and Estate Agents, Valuers and Surveyors, 18 Dickson Road, Blackpool. Tel. 22225/6.

Blackpool and Fylde Coast.—J. ENTWISTLE & CO., Auctioneers, Valuers and Estate Agents, Station Chambers, 2 Dickson Road, Blackpool. Tel. 20093/4.

Grange-over-Sands.—MICHAEL C. L. HODGSON, Auctioneers and Valuers. Tel. 2253.

Liverpool.—BOULT, SON & MAPLES, 5 Cook Street. Tel. Central 9941 (7 lines). And at West Kirby.

Liverpool.—SMITH & SONS (Est. 1840), Valuers, etc., 6 North John Street, Central 9386. And at Birkenhead.

Liverpool and District.—JOS. RIMMER & SON, 14/20 South Castle Street, Liverpool, 1. Tel. MARitime 1066, and at Birkenhead and Ellesmere Port. Chartered Surveyors, Auctioneers and Estate Agents.

Liverpool and Wirral.—T. MARTIN BROWN, F.A.I., Valuer & Estate Agent, Coopers Buildings, Church Street, Liverpool, 1. Tel. Royal 3373/4 and 3 Garston Old Road, Liverpool, 19. Tel. Garston 358.

Manchester.—ALFRED H. GARDNER & SON, F.A.I., Chartered Auctioneers and Estate Agents, 56 Mosley Street. Tel. Central 8985/6. And at Cheadle Hulme.

Manchester.—CLAYTON, SON & CROWTHER, Auctioneers, Valuers and Estate Agents, 76 Mosley Street, Manchester, 2. Tel. Cen. 4943/4.

Manchester.—STUART MURRAY & CO., Auctioneers, etc., 64a Bridge Street. Tel. Blackfriars 5747. And at Altrincham.

Manchester and Oldham.—LESLIE D. CLEGG MORGAN & CO., Chartered Surveyors, Specialists in Town Planning, Rating and Compensation, Prudential Buildings, Union Street, Oldham. Tel. MAin (Oldham) 6401/3. And at 65 Princess Street, Manchester, 2. Tel. Central 7755.

Preston.—E. J. REED & SONS, F.A.I., Chartered Auctioneers and Estate Agents, 47 Fishergate. Tel. 3249.

Rochdale.—ROSSALL, DALBY & PARKER, Auctioneers and Valuers, 5 Backwater Street. Tel. 3677.

Rochdale and District.—R. BIRTWELL & SON, Chartered Auctioneers and Estate Agents, Valuers, 5 Baillie Street. Tel. 2826.

Rochdale and District.—SHEPHERD LUMB & CO., Auctioneers, etc. The Public Hall, Baillie Street. Tel. 3826.

LEICESTERSHIRE

Leicester.—DONALD BOYER, F.A.I., Chartered Auctioneer & Estate Agent, Valuer-Mortgage, Probate Insurance, Northampton Street. Tel. 21564 (and Rugby).

Leicester and County.—RANDLE & ASPELL (F. E. J. Randle, F.V.I., C. G. Hale, F.A.I., A.A.L.P.A., G. H. Aspell, A.R.I.C.S., F.A.I., M.R.San.I.), 74 Halford Street. Tel. 5137/8.

Market Harborough.—HOLLOWAY, PRICE & CO., Est. 1809. Chartered Surveyors, Chartered Auctioneers. Tel. 2411.

LINCOLNSHIRE

Grantham and District.—BAILEY & AMBLER, Chartered Auctioneers and Estate Agents, Westminster Bank Chambers, Grantham, Lincs. Tel. 418 (2 lines).

Scunthorpe and District.—SPILMAN, GLASIER AND LONSDALE, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 72 Mary Street, Scunthorpe. Tel. 3803. Est. over 75 years.

Spalding.—S. & G. KINGSTON, F.A.I., Auctioneers, etc., Hall Place Chambers. Tel. 2011.

MIDDLESEX

Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG 0123/4.

Enfield and North London.—CAMPION & DICKINS, Surveyors, Valuers, etc., 28 Little Park Gardens, Enfield. Enfield 1224/5.

Harrow.—CORBETT ALTMAN & CO., F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 40 College Road, Harrow. Tel. Harrow 6222. Also Rating, Compensation and Planning Surveyors.

MIDDLESEX (*continued*)

Harrow.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, 7 College Road, Harrow. Tel. Harrow 5216. And at Sudbury, Wembley, North Harrow and Moor Park, Northwood.

Harrow.—P. N. DEWE & CO., See "London Suburbs" Section. Established 1925.

Harrow.—WARNER & CO. (T. A. Warner, F.A.L.P.A.), Surveys, Valuations, etc., Specialists in Urban Estate Management, 51 Station Road, North Harrow. Tel. Harrow 9636/7/8.

Harrow.—G. J. HERSEY AND PARTNER, Chartered Auctioneers and Surveyors, 44 College Road, Harrow, Middlesex. Telephone No.: Harrow 7484/7441 and at Prudential Chambers, Grey Friars, Leicester. Telephone No. Leicester 57077.

Harrow and District.—BARR & MEAD (C. Grainger, F.A.L.P.A., M.R.San.I.), 202 Northolt Road, S. Harrow. (Tel. Byron 1023 (5 lines)), and 15 College Road, Harrow (Tel. Harrow 5178 (3 lines)). Also at Ruislip and Pinner.

Hayes.—KEVIN & FIELD, LTD. (Lister S. Camps, F.F.S. F.V.I., M.R.S.H.), Grange Chambers, Uxbridge Road. Tel. Hayes 3691/2.

Hounslow.—ROPER, SON & CHAPMAN, Auctioneers, Surveyors, etc., 162 High Street. Tel. HOU 1184.

Moor Park and Northwood.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, MOOR PARK ESTATE OFFICE, Moor Park Station, Northwood. Tel. Northwood (NH2) 4131. And at Harrow, North Harrow and Sudbury, Wembley.

Northwood.—GILBERT LUCK, F.A.L.P.A., Surveyors and Valuers, 58 Green Lane, Northwood. Tel. 2352/3/4, and 111 Pinner Road, Northwood Hills.

Northwood and Pinner.—SWANNELL & SLY, 3 Maxwell Road, Northwood. Tel. 19. Valuers, Auctioneers, etc.

Pinner and District.—BARR & MEAD (C. Grainger, F.A.L.P.A., M.R.San.I.), 2 High Street, Pinner. PINner 7727 and 7800. Also at South Harrow, Harrow and Ruislip.

Pinner (Hatch End).—BRODIE, MARSHALL & CO., Auctioneers, Valuers and Estate Agents, 339 Uxbridge Road, Hatch End. Telephone Hatch End 2238 and 2239

Ruislip and District.—BARR & MEAD (C. Grainger, F.A.L.P.A., M.R.San.I.), 108 High Street, Ruislip. Tel. Ruislip 2215 and 4583. Also at South Harrow, Harrow and Pinner.

Ruislip, Ickenham and District.—JOHN MEACOCK AND CO., 123/125 High Street, Ruislip. Tel. Ruislip 3072/3/4. And opposite the Church, Ickenham. Tel. Ruislip 5526 and 9824.

Southall and Greenford.—AUSTIN FARR & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 11 South Road, Southall. SOU 6555 (5 lines). 45 The Broadway, Greenford. WAX 4642/4438.

Wembley Park.—LLOYDS (Principal D. J. Westmore, F.R.I.C.S., M.R.San.I.), Chartered Surveyors, Auctioneers and Valuers, 13 Bridge Road. Tel. Arnold 1123/4

West Drayton and Yiewsley.—R. WHITLEY & CO., Chartered Auctioneers and Estate Agents, 40 Station Road. Tel. W. Drayton 2185.

NORFOLK

Cromer.—R. J. WORTLEY, F.R.I.C.S., Chartered Surveyor, etc., 15 Church Street. Tel. Cromer 2069.

Norwich.—ALDRIDGE & PARTNERS, 22 Surrey Street, Surveyors and Estate Agents. Tel. Norwich 28517/8.

Norwich.—CLOWES, NASH & THURGAR, Est. 1848 (H. M. Thurgar, F.A.I., R. F. Hill, F.A.L.P.A., C. M. Thurgar, A.A.I.), 6 Tombland. Tel. 27261/2.

Norwich.—J. E. TAYLOR, Auctioneer and Estate Agent, 25 Tombland. Tel. 26638.

Norwich and East Anglia.—K. H. FIELDING & SON (J. L. Fielding, F.R.I.C.S., F.A.I.), Chartered Surveyors, etc., 1 Upper King Street, Norwich. Tel. 22980.

West Norfolk.—CRUSO & WILKIN, Chartered Auctioneers and Estate Agents, 27 Tuesday Market Place, King's Lynn. Tel. King's Lynn 3111/2.

NORTHAMPTONSHIRE

Northampton and Daventry.—MERRY, SONS & CO., LTD., Auctioneers, Valuers and Estate Agents, 9 Fish Street, Northampton. Tel. 136. 33 Sheaf Street, Daventry. Tel. 336.

Northampton and District.—WOODS & CO., F.A.I. Chartered Auctioneers and Estate Agents, Valuers, 18 Castilian Street, Northampton. Tel. 3300/1. Established 85 years.

Peterborough and District.—DAKING & DAKING., Est. 1887. Auctioneers, Valuers, Surveyors and Estate Agents, Broadway, Peterborough. Tel. 5245/6.

Peterborough and District.—FOX & VERGETTE, Auctioneers, Valuers, Surveyors and Estate Agents, 16 Priestgate. Tel. 4261/2. Est. over 150 years.

Peterborough and Adjoining Counties.—NORMAN WRIGHT & PARTNERS, Surveyors and Auctioneers, 26 Priestgate, Peterborough. Tel. 5695/6.

NORTHUMBERLAND

Newcastle upon Tyne, covering the North.—HINDMARSH, HEPPELL & BOURN (Est. 1862), Chartered Auctioneers and Estate Agents, Surveyors, 61 Westgate Road, Newcastle upon Tyne. And at Wallsend-on-Tyne.

(*Continued on p. xx*)

NORTHUMBERLAND AND DURHAM

HINDMARSH & PARTNERS, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 49 Park View, Whitley Bay (Tel. 2351/2), 107 Northumberland St., Newcastle (Tel. 610081 (4 lines)). And at Gateshead and Alnwick.

Newcastle.—DAVID A. LARMOUR & SON, F.R.I.C.S., F.A.I., Saville Row. Tel. Newcastle 20727/8.

WALLHEAD GRAY & COATES, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 84 Pilgrim Street, Newcastle. (Tel. 27471/2.) 75 West Street, Gateshead. (Tel. 72197.) 7 Priestpoppie, Hexham. (Tel. 302.) 26 Frederick Street, Sunderland. (Tel. 2544.)

NOTTINGHAMSHIRE

Newark.—EDWARD BAILEY & SON, F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 7 Kirkgate, Newark. Tel. 39.

Nottingham.—ROBERT CLARKE & CO., Chartered Surveyors and Rating Valuers, Oxford Street. Tel. 42534/5.

Nottingham.—WALKER, WALTON & HANSON, Chartered Surveyors and Valuers, Chartered Auctioneers and Estate Agents, Byard Lane. Est. 1841. Tel. Nottingham 54272 (7 lines).

Retford.—HENRY SPENCER & SONS, Auctioneers, 20 The Square, Retford, Notts. Tel. 531/2. And at 4 Paradise Street, Sheffield. Tel. 25206. And 91 Bridge Street, Worksop. Tel. 2654.

OXFORDSHIRE

Bicester, Thame and Oxford.—E. P. MESSENGER & SON, Chartered Surveyors, Auctioneers, Valuers, etc. Thame 263/4; Bicester 10; and Oxford 47281.

Oxford and District.—BUCKELL & BALLARD. Est. 1887. R. B. Ballard, F.A.L.P.A., H. I. F. Ryan, F.R.I.C.S., F.A.I., H. S. Ballard, A.R.I.C.S., F.A.I., 58 Commarket Street, Oxford. Tel. 44151, and at Wallingford, Berks. Tel. 3205.

Oxford, Banbury and surrounding districts.—E. J. BROOKS & SON, F.A.I. (Established 1840), Chartered Auctioneers and Estate Agents, Surveyors and Valuers, "Gloucester House," Beaumont Street, Oxford. (Tel. 4535/6) and 54 Broad Street, Banbury (Tel. 2670).

Thame and District.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 60 North Street. Tel. 288.

SHROPSHIRE

Craven Arms.—JACKSON & McCARTNEY, Chartered Auctioneers, Valuers and Estate Agents. Tel. 2185.

Shrewsbury.—HALL, WATERIDGE & OWEN, LTD., Chartered Auctioneers, Valuers and Estate Agents. Tel. 2081.

Shrewsbury and South Shropshire.—DEAKIN & COTTERILL, 8 Wyle Cop, Shrewsbury, Auctioneers, Estate Agents and Valuers. Tel. 5306 and 2313. And at Church Stretton.

Wellington.—BARBER & SON, Auctioneers, Valuers, Surveyors and Estate Agents, 1 Church Street. Tel. 27 and 444 Wellington.

Whitchurch.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 16 Watergate Street, Whitchurch. Tel. 2962 and 2157.

SOMERSET

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department, New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Bath and District.—Estate Agents, Auctioneers and Valuers, Valuations for Probate, Mortgage, etc. HALLETT & CO., 3 Wood Street, Queen Square, Bath. Tel. 3779 and 2118.

Bath and District.—JOLLY & SON, LTD. (Est. 1825.) Estate Agents and Valuers, Funeral Directors, Probate Valuers, Chatsell Auction Rooms, Milsom Street, Bath. (Tel. 3201.)

Bath, Bristol and Districts.—LOUIS POWELL & CO., incorporated Auctioneers, Estate Agents and Valuers, 1 Princes Buildings, Bath. Tel. 2127.

Bath and South West.—CRISP'S ESTATE AGENCY (C. Cowley, F.V.I., Incorporated Surveyor and Valuer, J. L. Cowley, A.A.I., Chartered Auctioneer and Estate Agent) (Est. 1879). Abbey Chambers, York Street, Bath. Tel. 3606 and 61706.

Crewkerne.—25 miles radius.—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 546.

Taunton and District.—C. R. MORRIS, SONS AND PEARD, Land Agents, Surveyors, Valuers, Auctioneers, 6a Hammet Street. Tel. 2546. North Curry. Tel. 319.

Weston-super-Mare.—LALONDE BROS. & PARHAM (Est. 1848), 23 Waterloo Street (Tel. 4500); and at Bristol.

Weston-super-Mare and District.—MASTERS & CO., F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 5 High Street. Tel. 6443/4.

Yeovil and District.—PALMER, SNELL & CO., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, Yeovil. Tel. 25 or 1796.

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

STAFFORDSHIRE

Stoke-on-Trent and North Staffs.—CHARLES BUTTERS & SONS, Established 1856. Chartered Auctioneers, Surveyors, Valuers and Estate Agents, Trinity Buildings, Hanley, Stoke-on-Trent. Tel. 2138/9. Also at Leek.

SUFFOLK

Bury St. Edmunds and East Anglia.—LACY SCOTT AND SONS, 3 Hatter Street, Bury St. Edmunds. Phone 43 and 692.

Ipswich and East Anglia.—SPURLINGS & HEMPSON (Est. 1780), Chartered Surveyors, Chartered Auctioneers 26 Princes Street, Ipswich. Tel. 51807/8.

Ipswich and East Anglia.—WOODCOCK & SON, 16 Arcade Street, Ipswich. Tel. 54352 (2 lines). Specialists in Selling Country Property and Farms. Established 1850.

Lowestoft and District.—GAGE & CO., 87/89 London Road South. Tel. 3158.

Woodbridge and East Suffolk.—ARNOTT & CALVER, Auctioneers and Valuers. Est. 1870. Tel. 179.

SURREY

Addiscombe, Shirley, Croydon.—MILLER, WILKINS AND CO., Auctioneers, Surveyors and Valuers, 191 Lower Addiscombe Road. Tel. ADDiscombe 2233/4; and 142 Wickham Road, Shirley. Tel. ADDiscombe 4021.

Camberley.—GIDDY & GIDDY, Estate House, London Road. Tel. 1919.

Camberley (Hants and Berks Borders).—SADLER AND BAKER, Chartered Auctioneers and Estate Agents, 95 High Street. Est. 1880. Tel. 4331 (3 lines).

Caterham and District, Sanderstead to Purley.—J. C. O'BRIEN, Station Avenue, Caterham. Tel. 4255 and 348. Limpsfield Road, Sanderstead. Tel. 4426.

Cobham.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 47. Offices throughout West Surrey.

Coulsdon.—SINDEN, TOMKINS & KING, F.A.L.P.A., Valuers, Surveyors and Estate Agents, 26 Chipstead Valley Road. Tel. UPLANDS 0600.

Croydon.—BLAKE, SON & WILLIAMS. Est. 1798. Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 51 High Street, Croydon. CROydon 7155/6.

Croydon, Addiscombe and Wallington.—BOWDITCH & GRANT. (Est. 1881.) Surveyors, Valuers, Auctioneers, 103/105 George Street, Croydon. Tel. CRO 0138/9.

Croydon and District.—JOHN P. DICKINS & SONS, Surveyors, Valuers and Estate Agents. Est. 1882. 2 and 4 George Street, Croydon. CROydon 3128/29/20.

Croydon and London.—HAROLD WILLIAMS AND PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, 80 High Street, Croydon. Tel. Croydon 1931. And at Temple Chambers, Temple Avenue, E.C.4. Tel. Ludgate Circus 9288.

Croydon and Sutton.—SAINT, SYMINGTON AND STEDMAN, Surveyors, Auctioneers and Valuers. 106 High Street, Croydon. Tel. CRO 2216/7. And at 6 Cheam Road, Sutton. Tel. VIG 7616/7.

Dorking.—ARNOLD & SON, Auctioneers & Surveyors, 171 High Street and branches. Est. 1855. Tel. 2201/2.

Dorking.—WHITE & SONS, 104 High Street. Agricultural and General Surveyors and Valuers. Tel. 3255.

Dorking.—PEARSON, COLE & SHORLAND, Surveyors, Valuers and Auctioneers. 279 High Street, Dorking. Tel. 3897/8. And at Reigate.

Dorking, Bookham and Effingham.—CUBITT AND WEST. Tel. Dorking 2212, Bookham 2744. Valuers, Surveyors, Estate Agents.

Dorking and Reigate.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 258/260 High Street, Dorking. Tel. 4071/2. 6 Church Street, Reigate. Tel. 4422/3. And at Leatherhead and Epsom.

Epsom and Leatherhead.—A.R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 21 High Street, Epsom. Tel. 4045/6. 4 Bridge Street, Leatherhead. Tel. 4133/4. And at Reigate and Dorking.

Esher.—EWBANK & CO., in association with Mann & Co. Est. 1891. Tel. 3537/8. Offices throughout West Surrey.

Esher.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street. Tel. Esher 3551/2.

Ewell, Epsom, Leatherhead and adjoining areas.—DOUGLAS, F.A.L.P.A., 10 High Street, Epsom. Tel. 2362/4. (Four other offices.)

Ewell.—WILTSHIRES, Estate Agents, Surveyors, Auctioneers and Valuers, 55 High Street. Tel. Ewell 1665/6.

Farnham.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 4 Castle Street. Tel. 5742 (2 lines).

Farnham.—CUBITT & WEST. Tel. Farnham 5261. Valuers, Surveyors, Estate Agents.

Farnham.—EGGAR & CO., incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, 74 Castle Street. Tel. 6221/3. And at Alton and Basingstoke, Hants.

SURREY (*continued*)

Farnham.—GERMAN, ADDY & CO. (Est. 1903). Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 111 West Street. Tel. 5283/4.

Farnham.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 32 South Street (Tel. 6277).

Godalming.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, Estate Offices. Tel. 1722 (5 lines).

Guildford.—MANN & CO., Est. 1891, 22 Epsom Road, Tel. 62911/2. Offices throughout West Surrey.

Guildford.—MESSENGER, MORGAN & MAY, Chartered Surveyors, 8 Quarry Street. Tel. 2992/4.

Guildford.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 144 High Street. (Tel. 2811/2.)

Haslemere.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 20 High Street. Tel. 1207.

Haslemere and Hindhead.—CUBITT & WEST. Tel. Haslemere 2345/6/7, Hindhead 63. Valuers, Surveyors, Estate Agents.

Kingston.—A. G. BONSOR, STEVENS & CO., Est. 1899, 82 Eden Street. Tel. KIN 0022.

Kingston.—NIGHTINGALE, PAGE & BENNETT, Est. 1825, Chartered Surveyors, 18 Eden Street. Tel. KIN 3356.

Kingston upon Thames and Area.—BENTALLS ESTATE OFFICES (L. J. Smith, F.A.L.P.A., P. F. Parkinson, B.Sc., A.A.L.P.A.), Wood St. KIN 1001. Sales, surveys, property and chattel valuations, lettings, management.

Leatherhead, Ashtead, Oxshott.—Chas. OSENTON AND CO., Chartered Auctioneers, 36 North Street, Leatherhead. (Tel. 3001/2); Ashtead 2382, Oxshott 3344.

Mitcham.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, Upper Green. Tel. MITcham 6101/2.

Oxshott.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street, Esher. Tel. Esher 4331 (2 lines).

Redhill and Merstham.—E. H. BENNETT & PARTNERS, Auctioneers and Valuers. Tel. Redhill 3672. Merstham 2234/5.

Reigate.—MARTEN & CARNABY, Surveyors, Auctioneers and Valuers, 23 Church Street. Tel. 3361/2.

Reigate.—PEARSON, COLE & SHORLAND, Surveyors, Valuers and Auctioneers. 4 Bell Street, Reigate. Tel. 4371/2. And at Dorking.

Richmond.—ACLAND & CO., Estate Agents, Surveyors and Valuers. Rents collected. 27 Kew Road (Opposite Richmond Station). Tel. RIC 4811/2.

Richmond.—PENNINGTONS, 23 The Quadrant, Auctions, Valuations, Surveys. Rents collected. Tel. RIC 2255 (3 lines).

Surbiton.—E. W. WALLAKER & CO., F.A.L.P.A., Surveyors, Valuers, Auctioneers and Estate Agents, 56/7 Victoria Road, Surbiton, Surrey. Tel. Elmbridge 5381/4, and at Chessington, Surrey, Shoreham-by-Sea and Lancing, Sussex. (Chartered Surveyor D. J. Peachey, F.R.I.C.S.)

Sutton.—DOUGLAS GRAHAM & CO., Estate Agents, Property Managers, 269 High Street. Tel. VIG 0026/7/8. And at Thornton Heath, Norbury and Piccadilly, W.1.

Sutton.—IDRIS JONES & PARTNERS, F.R.I.C.S., F.A.I., 22 The Arcade, Sutton. VIGilant 0182; and at 30 Abbey House, Westminster.

Thornton Heath.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, 781 London Road. Tel. THO 6211/2.

Thornton Heath.—DOUGLAS GRAHAM & CO., Estate Agents and Property Managers, 808 London Road. Tel. THO 3888 (4 lines). And at Norbury, Sutton and Piccadilly, W.1.

Virginia Water and Wentworth.—GOSLING AND MILNER, Station Approach, Virginia Water. Tel. Wentworth 2277. And at 8 Lower Grosvenor Place, S.W.1. Tel. Victoria 3634.

Wallington.—WILLIAM A. DAVIS & PARTNERS, 4 Stanley Park Road. Tel. Wallington 2567.

Walton.—MANN & CO., Est. 1891, 38 High Street. Tel. 2331/2. Offices throughout West Surrey.

Walton and Weybridge.—HIGBY & CHARD (Consultants: George Geen, M.A., F.R.I.C.S., V. C. Lawrence, F.R.I.C.S.), 45 High Street, Walton-on-Thames. Tel. 20487/8.

Walton/Weybridge.—WARING & CO., Est. 1890. Surveyors, Estate Agents, Auctioneers and Valuers. Tel. Walton-on-Thames 24151/2.

West Byfleet.—MANN & CO., incorporating Ewbank and Co., Est. 1891. Tel. 3288/9. Offices throughout West Surrey.

Weybridge.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 2323/5. Offices throughout West Surrey.

Weybridge and District.—J. E. PURDIE & SON, Chartered Surveyors and Estate Agents, 1 and 3 Queens Road, Weybridge. Tel. 3307 (3 lines), and at Walton-on-Thames.

Weybridge and District.—WATERER & SONS, Chartered Auctioneers and Estate Agents, Surveyors, etc. Tel. 3838/9.

Woking.—HOAR & SANDERSON, 5 Church Path. Tel. 3263/4. Eleven associated Surrey offices.

SURREY (*continued*)

Woking.—MANN & CO., Est. 1891, Chartered Surveyor. Tel. 3800 (6 lines). Offices throughout West Surrey.

Woking.—MOLDRAM, CLARKE & EDGLEY, Chartered Surveyors. Tel. 3419; and at Guildford.

SUSSEX

Angmering-on-Sea, Rustington, Worthing and Storrington.—BERNARD TUCKER & SON. Est. 1890. L. B. Tucker, F.R.I.C.S., F.A.I., G. H. E. Evans, F.A.L.P.A., W. J. Brown, F.A.I. Tels. Rustington 1, Worthing 5708/9, Storrington 2535.

Arundel and Rustington.—HEASMAN & PARTNERS. Tel. Arundel 2323, Rustington 900.

Bexhill-on-Sea.—JOHN BRAY & SONS (Est. 1864), Estate Agents, Auctioneers and Valuers, 1 Devonshire Square. Tel. 14.

Bexhill-on-Sea and Little Common.—RICHES & GRAY (Est. 1883), Chartered Auctioneers and Estate Agents, 25 Sea Road, Bexhill-on-Sea. Tel. 34/5. And at 25 Cooden Sea Road, Little Common. Tel. Cooden 2939.

Brighton.—RAYMOND BEAUMONT, F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 35 East Street. Tel. Brighton 20163.

Brighton.—MELLOR & MELLOR, Chartered Auctioneers and Estate Agents, 110 St. James's Street. Tel. 682910.

Brighton and Worthing.—H. D. S. STILES & CO., F.R.I.C.S., F.A.I. (special rating diploma), 6 Pavilion Buildings. Tel. Brighton 23244 (4 lines). 10 King's Bench Walk, Temple, E.C.4. Tel. Central 5356. 3 The Steyne, Worthing. Tel. Worthing 9192/3.

Brighton.—FRANK STONE & PARTNERS, F.A.L.P.A., 84 Queen's Road. Tel. Brighton 29252/3.

Brighton and Hove.—WILLIAM WILLETT, LTD., Auctioneers and Estate Agents, 52 Church Road, Hove. Tel. Hove 34055. London Office, Sloane Square, S.W.1. Tel. Sloane 8141.

Brighton, Hove and Surrounding Districts.—MAURICE P. HATCHWELL, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agents, 4 Bartholomews, Brighton, 1. Tel. Brighton 23107.

Brighton, Hove and Surrounding Districts.—C. HORTON LEDGER, F.A.I., Established 1885 Chartered Auctioneer and Estate Agent, Surveyor and Valuer, "Sussex House," 126/7 Western Road, Hove, Tel. Sussex 1291.

Chichester and Bognor Regis.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, South Street, Chichester. Tel. 3031 (5 lines). Station Road, Bognor Regis. Tel. 2237/8.

Crawley.—WM. WOOD, SON & GARDNER, Estate Agents, Surveyors and Valuers. Tel. Crawley 1.

Crowborough.—DONALD BEALE & CO., Auctioneers, Surveyors and Valuers. The Broadway. Tel. Crowborough 3333.

Eastbourne.—FRANK H. BUDD, LTD., Auctioneers, Surveyors, Valuers, 1 Bolton Road. Tel. 1860.

Eastbourne.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 12 Gildredge Road. Tel. Eastbourne, 1285.

Eastbourne.—HEFFORD & HOLMES, F.A.I., Chartered Auctioneers and Estate Agents, 51 Gildredge Road. Tel. Eastbourne 7840.

Eastbourne.—OAKDEN & CO., Estate Agents, Auctioneers and Valuers, 24 Cornfield Road. Est. 1897. Tel. 1234/5.

Eastbourne and District.—FARNHAM & CO., Auctioneers, Estate Agents and Valuers, 6 & 44 Terminus Road, Eastbourne. Tel. 4433/4/5. Branch at 73 Eastbourne Road, Lower Willingdon, and 4 Grand Parade, Polegate.

East Grinstead.—Messrs. P. J. MAY (P. J. May and A. L. Apthorp, F.R.I.C.S., F.A.I., M.R.San.I.), 2 London Road. Tel. East Grinstead 315/6.

East Grinstead.—TURNER, RUDGE & TURNER, Chartered Surveyors. Tel. East Grinstead 700/1.

Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 882/3.

Hastings, St. Leonards and East Sussex.—DYER & OVERTON (H. B. Dyer, D.S.O., F.R.I.C.S., F.A.I.; F. R. Hynard, F.R.I.C.S.), Consultant Chartered Surveyors, Estd. 1892. 6-7 Havelock Road, Hastings. Tel. 5661 (3 lines).

Hastings, St. Leonards and East Sussex.—WEST (Godrey, F.R.I.C.S., F.A.I.) & HICKMAN, Surveyors and Valuers, 50 Havelock Road, Hastings. Tel. 6688/9.

Haywards Heath and District.—DAY & SONS, Auctioneers and Surveyors, 115 South Road. Tel. 1580. And at Brighton and Hove.

Haywards Heath and Mid-Sussex.—BRADLEY AND VAUGHAN, Chartered Auctioneers and Estate Agents. Tel. 91.

Horsham.—KING & CHASEMORE. Chartered Surveyors, Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

Horsham.—WELLER & CO., Surveyors, Auctioneers, Valuers, Estate Agents. Tel. Horsham 3311. And at Guildford, Cranleigh and Henfield.

Hove.—DAVID E. DOWLING, F.A.L.P.A., Auctioneer, Surveyor, Valuer & Estate Agent, 75 Church Road, Hove. Tel. Hove 37213 (3 lines).

Hove.—PARSONS, SON & BASLEY (W. R. De Silva, F.R.I.C.S., F.A.I.), 173 Church Road, Hove. Tel. 34564.

(*Continued on p. xxi*)

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

SUSSEX (*continued*)

Hove and District.—WHITLOCK & HEAPS, Incorporated Auctioneers, Estate Agents, Surveyors and Valuers, 65 Sackville Road. Tel. Hove 31822.

Hove, Portslade, Southwick.—DEACON & CO., 11 Station Road, Portslade. Tel. Hove 48440.

Lancing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Lewes and Mid-Sussex.—CLIFFORD DANN, B.Sc., F.R.I.C.S., F.A.I., Fitzroy House, Lewes. Tel. 4375. And at Ditchling, Hurstpierpoint and Uckfield.

Seaford.—W. G. F. SWAYNE, F.A.I., Chartered Auctioneer and Estate Agent, Surveyor and Valuer, 3 Clinton Place. Tel. 2144.

Storrington, Pulborough and Billinghurst.—WHITEHEAD & WHITEHEAD amal. with D. Ross & Son, The Square, Storrington (Tel. 40), Swan Corner, Pulborough (Tel. 232/3), High Street, Billinghurst (Tel. 391).

Sussex and Adjoining Counties.—JARVIS & CO., Haywards Heath. Tel. 700 (3 lines).

West Worthing and Goring-by-Sea.—GLOVER & CARTER, F.A.L.P.A., 110 George V Avenue, West Worthing. Tel. 8686/7. And at 6 Montague Place, Worthing. Tel. 6264/5.

Worthing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Worthing.—STREET & MAURICE, formerly EYDMA STREET & BRIDGE (Est. 1864), 14 Chapel Road 4060.

Worthing.—HAWKER & CO., Chartered Surveyors, Chapel Road, Worthing. Tel. Worthing 1136 and 1137.

Worthing.—PATCHING & CO., Est. over a century. Tel. 5000. 5 Chapel Road.

Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Revenue Buildings, Chapel Road. Tel. Worthing 623/4.

WARWICKSHIRE

Birmingham and District.—SHAW, GILBERT & CO., F.A.I., "Newton Chambers," 43 Cannon Street, Birmingham, 2. Midland 4784 (4 lines).

Coventry.—GEORGE LOVEITT & SONS (Est. 1843), Auctioneers, Valuers and Estate Agents, 29 Warwick Row. Tel. 3081/2/3/4.

WARWICKSHIRE (*continued*)

Coventry.—CHAS. B. ODELL & CO. (Est. 1901). Auctioneers, Surveyors, Valuers and Estate Agents, 53 Hertford Street. Tel. 22037 (4 lines).

Leamington Spa and District.—TRUSLOVE & HARRIS, Auctioneers, Valuers, Surveyors. Head Office: 38/40 Warwick Street, Leamington Spa. Tel. 1861 (2 lines).

Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

WESTMORLAND

Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.

Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department. New Bond Street Chambers. 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Marlborough Area (Wilts, Berks and Hants Borders).—JOHN GERMAN & SON (Est. 1840), Land Agents, Surveyors, Auctioneers and Valuers, Estate Offices, Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2, And at Ashby-de-la-Zouch, Burton-on-Trent and Derby.

WORCESTERSHIRE

Kidderminster.—CATTELL & YOUNG, 31 Worcester Street. Tel. 3075 and 3077. And also at Droitwich Spa and Tenbury Wells.

Kidderminster, Droitwich, Worcester.—G. HERBERT BANKS, 28 Worcester Street, Kidderminster. Tels. 2911/2 and 4210. The Estate Office, Droitwich. Tels. 2084/5. 3 Shaw Street, Worcester. Tels. 27785/6.

Worcester.—BENTLEY, HOBBS & MYTTON, F.A.I., Chartered Auctioneers, etc., 49 Foregate Street, Tel. 5194/5.

YORKSHIRE

Bradford.—NORMAN R. GEE & HEATON, 72/74 Market Street, Chartered Auctioneers and Estate Agents. Tel. 27202 (2 lines). And at Keighley.

YORKSHIRE (*continued*)

Bradford.—DAVID WATERHOUSE & NEPHEWS, F.A.I. Britannia House, Chartered Auctioneers and Estate Agents. Est. 1844. Tel. 22622 (3 lines).

Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street. Tel. 3399/2.

Leeds.—SPENCER, SON & GILPIN, Chartered Surveyors, 132 Albion Street, Leeds, 1. Tel. 30171.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.

Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street, Tel. 30429.

Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.

Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.

Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.

Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

Classified Advertisements

PUBLIC NOTICES—INFORMATION REQUIRED—CHANGE OF NAME
4s. per line as printed

APPOINTMENTS VACANT—APPOINTMENTS WANTED—PRACTICES AND PARTNERSHIPS and all other headings
15s. for 30 words. Additional lines 4s. Box Registration Fee 2s. extra

Advertisements should be received by first post Wednesday for inclusion in the issue of the same week and should be addressed to THE ADVERTISEMENT MANAGER, SOLICITORS' JOURNAL, OYEZ HOUSE, BREAMS BUILDINGS, FETTER LANE, E.C.4. CHAncery 6855

PUBLIC NOTICES

KENT COUNTY COUNCIL

APPOINTMENT OF ASSISTANT SOLICITOR

Applications are invited for the above-mentioned appointment, the duties of which will be in connection with prosecutions, advocacy and general legal work. Salary range A.P.T. III/V (£960–£1,480). Commencing salary according to age, qualifications and experience. Applications, with the names of two referees, should reach the undersigned by the 13th November, 1961.

G. T. HECKELS,
Clerk of the County Council.

County Hall,
Maidstone,
Kent.

LIVERPOOL REGIONAL HOSPITAL BOARD

APPOINTMENT OF LEGAL ADVISER

Applications are invited for the above appointment. Candidates must be solicitors with good conveyancing and general legal experience; a knowledge of the law relating to Hospital Service will be an advantage. The officer appointed will be responsible for the legal work of the Board and, as required, of Hospital Management Committees in the Region.

Salary £1,945 x £83 (1) x £104 (6) – £2,652 per annum (Whitley Council conditions).

Applications stating age, qualifications, experience, present post and salary, with names and addresses of three referees to reach me by 8th November, 1961.

VINCENT COLLINGE,
Secretary to the Board.

55 Castle Street,
Liverpool, 2.

DARLASTON URBAN DISTRICT COUNCIL

APPOINTMENT OF LEGAL ASSISTANT

Applications are invited for the appointment of Legal Assistant (admitted or unadmitted) at a salary in accordance with A.P.T. Grade III (£960–£1,140) or Grade IV (£1,140–£1,310), the commencing salary to be determined in accordance with the qualifications and experience of the successful applicant.

Applicants should be able to carry out conveyancing and allied work with only slight supervision.

The post is subject to the usual conditions, including the passing of a medical examination. Housing accommodation will be provided, if required.

Applications, with full particulars of experience, and the names and addresses of two referees, should reach the undersigned not later than 6th November, 1961.

G. R. ROWLANDS,
Clerk of the Council.

Town Hall,
Darlaston,
South Staffs.

CARDIFF CORPORATION

CONVEYANCING CLERK required immediately in Salary Scale A.P.T. Grade II, £815–£960 p.a., commencing salary arranged according to experience, etc.; pension and sick pay schemes; generous annual holidays.—Apply at once to the Town Clerk, City Hall, Cardiff, giving experience, etc., and two referees.

City Hall,
Cardiff.
23rd October, 1961.

BOROUGH OF PUDSEY

DEPUTY TOWN CLERK

Applications are invited from duly admitted Solicitors for the appointment of Deputy Town Clerk, at a salary to be fixed within the Letter Grades B/C, £1,470 per annum to £1,825 per annum, according to experience and qualifications. Permanent post and superannuation.

Previous experience with a Local Authority would be of advantage, and a good knowledge of conveyancing is important. Work will include some advocacy and opportunity of taking committees. Excellent prospects for the right applicant.

Housing assistance, if necessary.

Applications should be forwarded to the undersigned not later than Wednesday, the 15th November, 1961, together with the names of two referees.

W. RICHARD CRUSE,
Town Clerk.

Town Hall,
Pudsey,
Yorkshire.

CITY OF PORTSMOUTH

ASSISTANT SOLICITOR

Applications are invited for the appointment of Assistant Solicitor within the Salary Grade A.P.T. IV (£1,140/£1,310). Duties include conduct of cases in the Magistrates and County Courts, and general legal and administrative work with opportunities for committee experience. Previous Local Government experience not essential. November finalists will be considered for this appointment.

Applications with details of qualifications and experience and names of two referees to the undersigned by the 18th November, 1961.

J. R. HASLEGRAVE,
Town Clerk.

Guildhall,
Portsmouth.

LONDON COUNTY COUNCIL

LEGAL AND PARLIAMENTARY DEPARTMENT

Applications invited for appointment as ASSISTANT SOLICITOR (previous local government service not essential). Commencing salary up to £1,250 according to qualifications and experience. November finalists may apply. Clear run to £1,500 for capable man or woman, with good prospects of further promotion to posts in excess of £2,000.

Permanent and pensionable. For particulars and forms returnable by 6th November, 1961, write Solicitor (S/S/2869/10a) County Hall, S.E.1.

URBAN DISTRICT COUNCIL OF URMSTON

APPOINTMENT OF (UNADMITTED) LEGAL ASSISTANT

Applications from persons with knowledge of conveyancing practice are invited for the above appointment within the salary range £935/£1,140; entry point according to experience (not necessarily in local government).

Housing accommodation will be made available and a proportion of removal expenses paid.

Applications stating age, experience and the names and addresses of two referees must be received by me on or before 6th November, 1961.

L. WATKINS,
Clerk of the Council.

Council Offices,
Crofts Bank Road,
Urmston,
Nr. Manchester.

NEW SCOTLAND YARD

PROSECUTING SOLICITORS on permanent staff of Solicitor's Department. Age 24–40. Starting salary £1,150 at age 24 to £1,703 at age 35 (or over). Scale maximum £1,937. Non-contributory pension. Good prospects of promotion. No previous experience required of criminal prosecutions. Particulars from Secretary, Room 165 (LA), New Scotland Yard, S.W.1.

APPOINTMENTS VACANT

ASSISTANT Solicitor required—North Devon Coast. Good salary paid for suitable applicant—apply Box 8148, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEICESTER.—Old-established firm require unadmitted Managing Clerk able to work with minimum supervision. Mainly conveyancing, some probate. Salary according to experience.—Box 8152, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LINCOLN'S INN Solicitors require Litigation Clerk, aged 30–35, to assist Litigation Managers. Salary by arrangement.—Box 8153, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

GRAY'S INN Solicitors require experienced Assistant Solicitor or unadmitted Managing Clerk for general work with emphasis on conveyancing, probate and trust matters. Good salary, according to age and experience.—Box 8154, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BIRMINGHAM.—Old-established City firm, mainly conveyancing and probate, can offer partnership to young energetic solicitor after twelve months satisfactory probationary period, due to retirement of partner.—Reply stating education, age, qualifications and experience to Box 8155, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

continued on p. xxiii

Classified Advertisements

continued from p. xxii

APPOINTMENTS VACANT—*continued*

BRACKNELL, Berks.—Capable and energetic Managing Clerk wanted for probate and general work (some conveyancing) in expanding practice; pension scheme. State age, experience and salary required.—Box 8156, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITORS in Mayfair require experienced Solicitor or Managing Clerk mainly for conveyancing. Salary according to age and experience.—Tel.: Mayfair 2651.

PARTNERSHIP opportunity has occurred in old-established busy firm in Essex market town. Assistant Solicitor wanted with presence and prepared to work hard and mix socially. Salary envisaged initially is £1,000 p.a. but intention is right man will be offered partnership share at an early date. The town is set in attractive countryside 70 minutes London and 30 minutes coast.—Box 8157, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LONDON Solicitors require Conveyancing Managing Clerk.—£1,000 per annum upwards according to ability and experience.—Box 8158, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROBATE Managing Clerk (unadmitted) required by West End firm to commence separate Department to handle increased volume of work. Excellent opportunity for ambitious young man with sufficient experience. Knowledge of Company work an advantage. Salary commensurate.—Write Box 7964, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

KENDAL.—Young Solicitor with some common law and advocacy experience required to assist sole principal of old-established expanding all-round practice. Assistance with housing.—Box 8165, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NORTH OF MANCHESTER.—Old-established and progressive firm with busy and expanding practice require young Solicitor for Conveyancing and Probate work. Recently qualified or admitted man will be considered Good prospects including early partnership for right man.—Apply with full particulars including age to Box 8166, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor required by leading and expanding City firm for conveyancing and general work; excellent prospects with good salary and wide variety of experience.—Box 8146, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

AUSTIN REED LTD.

Have a vacancy in their General Accounts Department for an

ASSISTANT

to the

CREDIT MANAGER

This appointment is for a man between 20 and 35 years of age, fully conversant with debt collecting and County Court Procedure. Good salary with scope for advancement. Five-day week. Superannuation fund.

Please apply to
The STAFF MANAGER
AUSTIN REED LTD.,
Summit House, Red Lion Square, Holborn, W.C.1

LITIGATION MANAGING CLERK.—Long established firm of Solicitors require man for new position for busy and expanding litigation practice in their North Surrey office (London 30 minutes). Right salary paid to right man.—Write Box 8167, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Manager; first-class opportunity with leading City firm for unadmitted manager under 30; excellent prospects; good salary and holidays; luncheon vouchers; pleasant offices and conditions.—Box 8147, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CHELTENHAM.—Partnership offered to an experienced solicitor, public school, after trial period as assistant solicitor, in busy old-established general practice; initial share £2,000 or more for right man; capital not essential; must be willing to undertake simple advocacy; state age, qualifications and previous experience.—Box 8109, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR, part-time or full-time, required by Finance Company, W.1.—Box 8134, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CARDIFF Solicitors require experienced admitted or unadmitted Common Law Assistant capable of handling substantial volume of industrial accident work and costing. Commencing salary up to £1,500 per annum. Excellent opportunity for advancement. Assistance with housing and car if required.—Box 8136, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST SUSSEX.—Assistant Solicitor required to take charge of Litigation Department. Possibility of partnership later. Salary according to experience but not less than £1,250.—Box 8114, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOUTHAMPTON Solicitors require Managing Common Law Clerk, admitted or unadmitted, and also Junior Litigation Clerk. Salary scales up to £1,200 per annum and assistance given with housing.—Box 8141, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST COUNTRY.—Managing Clerk with general experience required for small practice in pleasant country town; suit man wishing to leave town for country. Housing accommodation available.—Box 8142, Solicitors' Journal, Oyez House, Breams Buildings Fetter Lane, E.C.4.

SOLICITORS in West Central District require a Solicitor (male or female) as assistant in a general practice. Salary up to £1,250 for a suitable applicant.—Box 8143, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOMERSET Solicitors urgently require "all-round" Solicitor (mainly Conveyancing) prepared to assist active Advocate who needs capable support in flourishing Branch Office. Good prospects after suitable trial period.—Please write Box 8111, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END Solicitors required admitted Litigation Manager able to work without supervision and willing to undertake occasional advocacy. Minimum salary £1,250 per annum. Good prospects.—Box 8125, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require admitted or unadmitted Conveyancing Clerk. Write stating full particulars.—Box C 331, c/o Walter Judd, Ltd., 47 Gresham Street, E.C.2.

CONVEYANCING Assistant required; qualified or unqualified; newly admitted Solicitor would be considered; good salary for right man; pension scheme available; five-day week.—Apply in writing to Staff Partner, Messrs. Slater, Heelis & Co., 71 Princess Street, Manchester, 2.

SECOND LEGAL ASSISTANT

Applications are invited for the above appointment in the Office of the Clerk to a City Livery Company. Conveyancing experience essential. Age 27–35. Salary £900/£1,150 per annum depending on experience. Non-contributory pension scheme.—Box 8123, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BATH.—Common Law Managing Clerk required for permanent appointment. Must be fully experienced and able to take full control of busy department under Principal.—Box 8124, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

HARROW Solicitors urgently require Managing Clerk or qualified Assistant. Mainly Conveyancing but some litigation experience essential. Please write stating full details of age, experience and salary required.—Box 8069, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

COMMON Law Clerk (unadmitted) required by Solicitors in London.—Write giving details of experience, age and salary to Box 8074, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING or Conveyancing and General Assistant, admitted or unadmitted, for Chester general practice; good salary for right applicant. Self-contained flat available. State age, experience and salary required.—Box 8126, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROBATE assistant required (male or female) with immediate opportunity to gain experience and advancement. Own office, typewriter and some secretarial assistance. Salary by arrangement. South-east London.—Box 8089, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

READING Solicitors require (*a*) Young Assistant Solicitor. Some prospects of future partnership. (*b*) Conveyancing Clerk. (*c*) Litigation Clerk. (*d*) Articled Clerk. No premium. Salary. State experience and salary required.—Box 7970, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

APPOINTMENTS WANTED

CIVIL Servant, 40, single, wishes resume employment as probate clerk; not admitted. Area preferred is Sussex within travelling distance of Hastings, but would consider other areas if not too far outside that stated.—Box 8122, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR, admitted 1932, Conveyancer with leading City firm but experienced in other work, seeks change to Croydon area or elsewhere, Surrey, Sussex, Kent within reach of Croydon.—Box 8160, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

continued on p. xxiv

★ Classified Advertisements ★

continued from p. xxiii

APPOINTMENTS WANTED—*continued*

SOUTH AFRICA.—Solicitor (40), good commercial experience, close English connections (former Pathfinder Pilot), wishing to emigrate with family to United Kingdom, seeks position in law or industry. Presently earning approximately £4,000 but prepared to envisage much less initially.—Box 8159, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR, LL.B. (Hons.) (27), experienced mainly conveyancing and probate, seeks position preferably with substantial firm of solicitors with prospects of partnership in due course; references available.—Box 8161, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (41), former town clerk, with small private practice in London, W.1, area, seeks appointment or partnership; considerable business experience; good all-round lawyer; would consider part-time or temporary appointment.—Box 8162, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (36), LL.B., seeks position leading to early partnership. Experience mainly Conveyancing and Probate but prepared to undertake other matters including Advocacy. West Country, Midlands or South Wales preferred.—Box 8168, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PREMISES, OFFICES, ETC.

MANCHESTER, 1.—Excellent Ground Floor Office Accommodation; 3 Private and Large General/Reception Office; total area 1,060 sq. ft.—Apply A. H. Kelly, 28 Oxford Street, Manchester, 1. CEN. 0718.

OFFICE suite close Law Courts.—Six rooms and entrance hall; W.C.; also basement storage; £1,880 per annum exclusive on lease.—Viewing: Horne & Co., 9 Ironmonger Lane, E.C.2. MET 8105.

PROPERTY INVESTMENTS

INVESTMENTS REQUIRED

ACTIVE enquiries in hand for good-class shop investments, blocks of flats, freehold ground rents and weekly investments of all types.—Details in confidence to Cowdrey, Phipps & Hollis, F.A.L.P.A., Investment Department, 140 Park Lane, Marble Arch, W.1. MAYfair 1329 (2 lines).

MORTGAGES

PLAY SAFE—PUT IT IN THE HANDS OF
PETER G. HIRSCH & CO., LTD.
8 BRUNSWICK PLACE, HOVE
Tel.: 71398/9
Sussex Leading Mortgage Brokers
MORTGAGE ADVANCES AND BUILDING FINANCE UP TO 100 PER CENT.
BRIDGING FINANCE
HOUSE PURCHASE FROM 5½ PER CENT.
Second Mortgages Any amount

MORTGAGE FUNDS

WE offer a specialised service re mortgage advances on Shop Properties, Factories and Houses over £10,000. Sums also available for Building and Industrial development.—MILLER SMITH AND PARTNERS, 139 Park Lane, W.1. Tel.: MAYfair 7081–4.

£8,500 available for First Mortgage 9–12 months at 10% per annum reducing. No procuration or registration fees required.—Apply, Franks, Charlesly & Co. HOL 7611.

MORTGAGES

available
FOR PERIODS UP TO
FIVE YEARS

MORTIMER FINANCE
93 Mortimer Street, W.1
MUSEUM 0709 AND 0700

MORTGAGE FUNDS REQUIRED

MORTGAGES required for our applicants. Sums of £1,000/£10,000 on owner-occupied houses. Also larger amounts on investment property, viz.: blocks of shops, houses, factories, etc. Two-thirds value required at 7½%. Full scale legal and survey charges paid. Occasionally other applicants require second mortgages at 10%. £200/£1,000 where there is ample equity. Write fully.—Welsford, Morgan & Co. (Mortgage Brokers since 1908), 986 London Road, Thornton Heath, Surrey, or Tel.: THO 2135.

BUILDING LAND WANTED

LAND WANTED for housing. Home Counties. 2/50 acres. Agents retained and reinstructed. Planning applications and appeals undertaken.—TRUE BOND HOMES, LTD., 342 Richmond Road, East Twickenham. (POP 6231).

VALUATIONS

TRADE VALUATIONS
STOCKS & FIXTURES
SALE OR PROBATE
Extensive staff of expert valuers available at short notice
ALL MAIN DISTRIBUTIVE TRADES
ORRIDGE & CO.
184 STRAND, LONDON, W.C.2
Telephone: TEMple Bar 9212/3 and 6340
Branch offices in Lancashire, Yorkshire, Hampshire, Glamorgan and Warwickshire
Members of leading professional bodies
VALUERS SINCE 1846

ANTIQUE AND MODERN FURNITURE, Silver, Porcelain, Pictures, Books and all descriptions of Chattel Property VALUED FOR PROBATE, INSURANCE OR FAMILY DIVISION, or, if desired, included in specialised auction sales. Sales also arranged by tender or private treaty.—Phillips, Son & Neale, 7 Blenheim Street, New Bond Street, W.1. Telephone No.: MAYfair 2424. Est. 1796.

VALUATIONS of general chattels, antiques, etc., for Probate, Insurance, and all purposes. Sales arranged if required. Prompt attendance, any distance.—J. Nutter, Old Manor Farmhouse, Wendover, Bucks. (Tel.: 3362).

REVERSIONS, LIFE POLICIES, ANNUITIES and UNQUOTED SHARES.—H. E. Foster and Cranfield, 6 Poultry, E.C.2, specialise in the valuation of these interests for probate purposes. Established 1843.

FINANCIAL

CHANNEL ISLANDS (no Estate Duty).—Opportunity to invest up to £30,000 on mortgage and building finance up to £50,000 with seat on development company board, also mortgage of £15,000 required on country house (Midlands).—Box 8163, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A BARGAIN, £25 complete, brand new ready-made Co. Regns. Guaranteed no trading (England or Scotland); all trades available now, including Property Dealing; Mining/Quarrying; Garages; Electrical; Glass/China; Drapers; Packers; Plastics; H.P. Finance; Salvage; Banking, Nominees; Secretarial; Stocks/Shares; Property; Investments; Caravans, etc. (specially prepared for each trade). Write, phone or call (English Registrations) BUSINESS ECONOMY Co., Regns., Ltd. (Dept. 14); 156 Strand, London, W.C.2 (Tem. 8377/2294); Scottish Registrations to 19 Walker Street, Edinburgh, 3 (Cal. 1167/9). Read "Advantages of trading as a limited Company" (3/- post free). Ltd. Co. may save you personal tax. We also have seven days Co. Regn. service with your own choice of name £21 (plus stamp duty).

ABANDON DELAYS
READY MADE COMPANIES
(guaranteed "no trading")
£20:0:0 *inclusive*
(over 200 in stock)
By Return of Post to Country or delivery immediately in London.
Free draft on application.
LEWIS, COATES & LUCAS, LTD
LAW STATIONERS
6-9 Surrey Street, Strand, W.C.2
TEMple Bar 6927 (4 lines)

TYPING, ETC.

RITA MOORE undertakes Tape Transcriptions, Law Writing, Translations, Duplicating, Photocopying, Secretarial Services. Work carried out promptly and efficiently. 20 Tooks Court, Cursitor Street, E.C.4. CHAncery 5508.

RUTH ATLASZ Secretarial Service. Experienced Shorthand and Dictaphone Typists available at short notice for temporary work.—Telephone: MUSeum 9615.

continued on p. xxv

Classified Advertisements

continued from p. xxiv

TYPING, ETC.—*continued*

DRAFTS and Engrossments expertly typed, hand engrossing, plans drawn or copied, multiple copying by special process, photo-copying; all expeditiously done in proper form and at moderate charges. On all copying problems, consult the Copying Departments of The Solicitors' Law Stationery Society, Ltd., Head Offices, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEGAL TYPING including STENORETTE, PHILIPS and ALL TAPE TRANSCRIPTIONS, Copying, Engrossing, Abstracting. DUPLICATING pro forma letters, drafts, etc. COMPLETIONS attended.—RUSHGROVE AGENCY, 563 Watford Way, London, N.W.7. MILl Hill 7242.

COSTS

THE COSTS DEPARTMENT
OF
The Solicitors' Law Stationery Society, Ltd.,
is available to the profession for the prompt preparation of all
BILLS OF COSTS
by expert draftsmen.
For full details apply The Manager, Costs Department, Oyez House, Breams Buildings, Fetter Lane, E.C.4. (CHAncery 6855.)

BUSINESSES WANTED

OLD-ESTABLISHED firm of Estate Agents and Surveyors with three branches wish to expand their business by the acquisition of a further branch in Watford, Elstree, Harrow, Ruislip districts. Any principal contemplating sale of existing practice invited to forward details, which will be treated in the strictest confidence, to Mr. A. E. Parker, 20 The Close, London, N.14.

PRIVATE INQUIRIES

DIVORCE and general inquiries undertaken throughout London, Surrey, Middlesex by our own staff. Evictions and distress warrants executed. Certificated Bailiffs. Southern Provincial Investigations, 45 Brighton Road, Surbiton, Surrey (Elmbridge 1032/4).

INQUIRIES & PROCESS SERVING

PROCESS SERVING and Inquiry Work undertaken. Efficient service, moderate charges and Country-wide coverage.
LAW & COMMERCIAL ENQUIRIES, LTD. Chansitor House, 38 Chancery Lane, London, W.C.2. CHAncery 6059.

PERSONAL

GARRINGTON & CO., LTD., will give best prices for items of Jewellery, Silver and Gold sent for offer, or our representative will call to estimate for larger quantities. Valuations for Probate, Insurance, etc. 130 Regent Street, London, W.1.—Tel.: REG. 3727.

GARRARD & CO., LTD., Crown Jewellers, offer the highest prices for jewellery, silver and gold articles. Offers, without obligation, will be sent for consignments received at 112 Regent Street, London, W.1. For larger quantities of silver, our buyers will visit you upon request.

DAVIS OF PORT STREET, PICCADILLY, MANCHESTER, 1.—For fine furniture at manufacturers prices. Walk round our three large showrooms, which are open daily until 6 p.m. (Wednesday and Saturday included). We are stockists of all the latest designs of furniture, carpets, mattresses, divans. 10-year guarantee. Also all domestic electrical equipment, etc. Special concession and credit facilities to members of the legal profession. Write to us for whatever you want—we can supply. No other introduction required. Tel.: CEN 0638.

PROFESSIONAL ANNOUNCEMENTS

TRANSLATIONS.—V. Clayton, Market Rasen.

BOOKS AND PERIODICALS

FOR SALE.—Encyclopædia Forms and Precedents (20 vols.) 3rd edn., thick paper; Williams Executors and Administrators (2 vols.) 14th edn., 1960; Law Notes (Bound) (1918–1956); Cheshires Private International Law, 5th edn., 1957; Gibsons Conveyancing, 18th edn., 1959; Megarry's Rent Acts, 9th edn., 1961; Times Law Reports, vols. 25–30, 43–45 and 1950–1952. Best offer for all or any items secures.—Box 8169, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

THE "CORDEX" SELF-BINDING CASE specially designed to contain issues of THE SOLICITORS' JOURNAL is now available price 14s., post free. Capacity 26 issues and index. Issues easily inserted or removed.—The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MISCELLANEOUS

OLD DEEDS.—Good prices given for old parchment deeds; any quantity accepted, large or small.—Please send full details to H. Band & Co., Ltd., Brent Way, High Street, Brentford, Middlesex.

ROVER.—Solicitors would pay good price to executors of careful driver for sound Rover, 1956 or so.—CENtral 6408, or write Box 8164, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

1958 Copycat Photocopy Machine and accessories. Perfect working order. Carefully maintained. Cost over £100. Brief size: £20. Immediate sale.—Box 8170, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MORAVIAN MISSIONS
Oldest Protestant Missionary Church: 1732
First to the Jews: 1736
First to send out Medical Missionaries: 1747
First to work among Lepers: 1818. Actual Cures. Converts outnumber Home Membership by 3 to 1. "The fine work of the Moravian Missionaries is known from Greenland to the Himalayas"—*The Times*.
LEGACIES AND SUBSCRIPTIONS GREATLY NEEDED
London Association in aid of Moravian Missions
32 Great Ormond Street, London, W.C.1
Hon. Secretary: Doris E. Hunt
Bankers: Williams Deacon's Bank Ltd.

EVIDENCE EXPLAINED AND ADVOCACY SELF-TAUGHT
EVIDENCE—pared of all unnecessary material
ADVOCACY—all the points, together with practical instruction
Law Booksellers, 6/6; or 7/- by post, dispatch by return, from **CREST DISTRIBUTORS**, (S.J) 91 George St., Croydon

WHERE THERE'S A WILL...

... there's so often a way to aid truly deserving charities ... and what more so than the century-and-a-half old BRITISH SAILORS' SOCIETY! We provide—

World-wide Welfare Service
Welfare Homes for Seamen's Children
Residential Clubs
Ocean Libraries
Sea Training School for Boys
Chaplains and Port Missionaries

We depend upon your subscriptions, donations and legacies. Please assist us.

Hon. Treasurer: Rt. Hon. Lord COLERAINE, P.C.

BRITISH SAILORS' SOCIETY

680 Commercial Road, London, E.14.
General Secretary: Stanley Heesom, O.B.E.

WHEN SELLING STAMPS

Executors will find complete security in the H. R. HARMER Auctions.

More than 3,000 leading Philatelists are regular buyers at H. R. Harmer's weekly sales in London and New York. Realisations are consistently the highest in philatelic auctioneering.

Valuations for insurance, export, probate or sale, are accepted by all authorities. Fees are remitted in full if sale instructions are given within two years of appraisal.

Prospective Vendors cannot do better than place their interest in H. R. Harmer's hands. Write for leaflet which gives full particulars of sale by auction or private treaty, commission terms, insurance arrangements, etc.

If you wish to buy fine stamps, write for a catalogue subscription blank and leaflet giving particulars of the H. R. Harmer service.

H. R. HARMER, LTD., International Stamp Auctioneers
41 NEW BOND STREET, LONDON, W.1
and at NEW YORK *and* SYDNEY. [*Tel.: Mayfair* 0218

LONDON CITY MISSION
Instituted 1835. 150 Missionaries Employed

The Society exists for the spiritual and social uplift of the people of London, mainly by house-to-house visitation and evangelism in industry

Latest Report Sent Free on Request

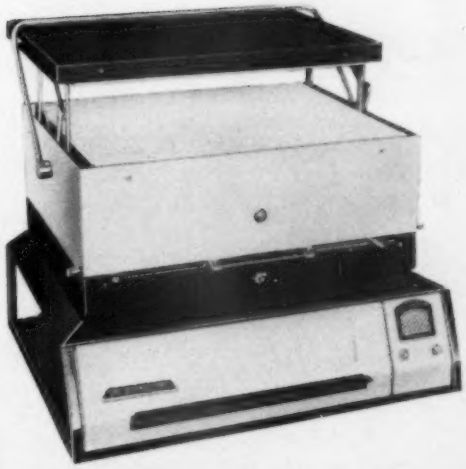
£2,200 weekly required for the maintenance of the Society's operations

Testamentary Bequests Earnestly Solicited

Chairman: E. G. A. BARTLETT, Esq.
Treasurer: O. B GILBART-SMITH, Esq.
Secretary: Rev. Canon C. E. ARNOLD, M.A.
Bankers: Barclays Bank, Ltd., 54 Lombard Street, E.C.3
6 ECCLESTON STREET, LONDON, S.W.1

Just think of the money I save with a Buromatic Photocopier!

It makes perfect copies without the use of negatives: you can imagine the difference that makes in a year's running costs. The Buromatic uses the new surface application system for direct positive photocopying and gives you quick, ready-to-use copies, with nothing on the original left out. It copies anything up to 16″ × 13″, even extracts from bound books and it is simple and clean to use. With the Buromatic I really do get COPIES FOR COPPERS. Write or 'phone for a demonstration in your own office without obligation.



The Solicitors' Law Stationery Society, Limited
Oyez House Breams Buildings Fetter Lane London EC4
CHAncery 6855

Branches at Birmingham Cardiff Glasgow Liverpool Manchester

AUCTIONEERS' ANNOUNCEMENTS

ESTABLISHED 1845

STOCKER & ROBERTS

SURVEYORS · AUCTIONEERS · VALUERS
31 LEWISHAM HIGH STREET, S.E.13
34 BLACKHEATH VILLAGE, S.E.3
9 DEVEREUX COURT, STRAND, W.C.2
LEE GREEN 2135 LEE GREEN 2983

H.D.S. STILES & Co.

CHARTERED SURVEYORS
CHARTERED AUCTIONEERS & ESTATE AGENTS
10 KING'S BENCH WALK, TEMPLE, E.C.4
City 2946 and Central 5356
6 PAVILION BUILDINGS, BRIGHTON
Brighton 23244 (4 lines)
3 THE STEYNE, WORTHING
Worthing 9192/3

EST. 1881 TEL. Mon 1464, Syd 6601

EASTMAN BROTHERS

SURVEYORS and VALUERS
ESTATE AGENTS
Surveys and Valuations for all purposes
Plans and Specifications
Estate Management in all areas
HALIFAX HOUSE, 62/64 MOORGATE, E.C.2
Gerrard 5853-3963

SHAWS

(J. H. W. Shaw, F.A.L.P.A., M.R.San.I., P.P.C.I.A., F.V.I.)
ESTATE MANAGERS, SURVEYORS AND VALUERS
Estate House, 85 Shaftesbury Avenue, W.1
Also at
149/151 Dulwich Road, Herne Hill, S.E.24. BRIxton 7866/7

JOHN BRAY & SONS

ESTABLISHED 1864
AUCTIONEERS · VALUERS
ESTATE AND HOUSE AGENTS
1 Devonshire Place, Devonshire Road, Bexhill-on-Sea
Telephone: Bexhill 14 *Telegrams:* John Bray, Bexhill

FULLER HORSEY

SONS & CASSELL

AUCTIONEERS & VALUERS
of PLANT, MACHINERY
and FACTORIES
Since 1807
10 LLOYDS AVENUE
LONDON E·C·3
TELEPHONE ROYAL 4861
NRP 9176

WARD, SAUNDERS & CO.

L. B. Saunders, F.A.I., F.C.I.A. W. J. Allin, F.A.L.P.A., F.V.I. W. J. Sims, F.A.I., F.V.I.
Auctioneers, Estate Agents, Surveyors and Valuers
SURVEYS, VALUATIONS, SALES, LETTINGS, MORTGAGES, REQUISITION CLAIMS, COMPULSORY PURCHASE, DILAPIDATIONS, ETC.
ESTATE MANAGEMENT SPECIALISTS
Bankers: Lloyds Bank Ltd. Barclays Bank Ltd.
The Estate Offices
298 and 299 Upper Street, London, N.1
Telephones: CANonbury 2487-2488-2489
Established over Half a Century

WATERER & DICKINS

CHARTERED SURVEYORS, CHARTERED AUCTIONEERS & ESTATE AGENTS, VALUERS
133 HIGH STREET, BROMLEY, KENT
Telephone: RAVensbourne 0147/8

Established 1843

GEORGE LOVEITT & SONS

A. GREAVES, F.A.I. G. W. M. LOVEITT, A.R.I.C.S., F.A.I.
W. R. SPENCER, F.A.L.P.A. A. R. POMFRET, F.A.I.
Auctioneers, Surveyors, Valuers and Estate Agents
Management of Town and Country Properties
Inventories prepared Probate and Mortgage Valuations
Rating Appeals and Compensation Claims
29 Warwick Row, COVENTRY
Telegrams: "Presto" *Telephone:* 3081/2/3/4

COLE, HICKS AND CHILVERS

(Established over 80 years)
Auctioneers, Estate Agents and Surveyors
Helena Chambers, 42 Broadway, Ealing
Telephone: Ealing 4014/5/6

EST. 1813

DEBENHAM STORR AND JOHNSON DYMOND

LIMITED
-AUCTIONEERS AND VALUERS-
SPECIALISTS IN THE SALE OF ALL CLASSES OF PROPERTY
Sales held in two spacious Auction Rooms daily, one being reserved for jewellery, silver and plated ware, watches, etc.; the other for furniture, pictures, bronzes, works of art, carpets, guns, wine, furs, wearing apparel and personal effects
Valuations for Probate, Insurance and other matters
APPLY—
26 King Street, Garrick Street, London, W.C.2
Telephone: TEMple Bar 1181 & 1182
Telegrams: "Viewing" London

MATCH & CO. LTD.

Directors: A. A. ROSE, L. S. BRIMBLECOMBE, F.A.I., I. R. CRAMMOND
14/15 COLLEGE CRESCENT, LONDON, N.W.3
(nr. Swiss Cottage Station)
Telephone: Primrose 0111 (Private Exchange)

Edward Talbot & Sons

AUCTIONEERS, VALUERS
AND ESTATE AGENTS
C. PARRY, F.A.I. (Principal)
15 CROSS STREET, MANCHESTER, 2
Telephone: Blackfriars 3114 and 6996

Established 1843

A. HORROX & SONS, F.A.I.

72 Albion Street, Leeds, 1
Chartered Auctioneers and Estate Agents
Specialising in all matters appertaining to the Letting, Sale, Purchase and Valuation of Licensed Property
Telephone: Leeds 24300

KING & CO.

Chartered Surveyors
71 BISHOPSGATE, LONDON, E.C.2
London Wall 7201 (6 lines)
725 GREEN LANES, LONDON, N.21
Laburnum 6633 (5 lines

(ESTABLISHED 1899)

E. A. SHAW & PARTNERS

(C. M. SPAGNOLETTI, F.A.I.
R. T. FITZSIMMONS, F.A.I.)
SURVEYORS AND VALUERS
19 & 20 Bow Street, Covent Garden, W.C.2
(Over Midland Bank)
Tel.: COVENT GARDEN 2255 (4 lines)

HOTELS AND RESTAURANTS

HAMMERSLEY KENNEDY & CO.
19 Hanover Square, London, W.1
Telephone: MAYfair 6857
have, since 1899, specialised in the sale and valuation of hotels and catering businesses to the exclusion of any other branch of estate agency. The partners are members of the leading professional bodies.

London and Home Counties

SPECIALISTS FOR 100 YEARS
VALUATIONS, SALES,
PROPERTY MANAGEMENT
Salter, Rex & Co.

311 KENTISH TOWN ROAD, N.W.5
GULliver 1085 (5 lines)
24/7 HIGH HOLBORN, W.C.1
HOLborn 4819

H. E. WINGFIELD & CO.

BUYERS OF
FINE STAMPS
STAMPS VALUED FOR PROBATE AND INSURANCE PURPOSES
Call, write or 'phone
Miss R. Titford or Mr. A. L. Michael at
392 STRAND, LONDON
(*OPPOSITE SAVOY HOTEL*)
Tel.: TEMple Bar 4136 W.C.2

SOCIETY FOR THE ASSISTANCE OF
LADIES IN REDUCED CIRCUMSTANCES

Founded by the late Miss Smallwood *Patron: Her Majesty the Queen*

This Society is entirely supported by Voluntary Contributions

In these anxious times this Society is carrying on its much-needed work of helping poor ladies, many elderly and some great invalids. All gifts of money gratefully received. If you cannot give a donation now

please remember this work in your Will

Will Lawyers kindly advise their clients to help this Society, making cheques payable to:—
Miss Smallwood's Society, Lancaster House, Malvern

Printed and published in Great Britain by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. Phone: Chancery 6855.
Agents—The United States and Canada: The Carswell Co., Ltd., 145-149 Adelaide Street West, Toronto, 1, Canada; Australia and New Zealand: The Law Book Co. of Australasia Pty., Ltd., 140 Phillip Street, Sydney, N.S.W.; India and Pakistan: N.M. Tripathi, Ltd., 164 Princess Street, Bombay.
Published Weekly, 1s. 9d. Friday, October 27, 1961 Registered at the G.P.O. as a newspaper